



IT MASTER AGREEMENT

ADVANTAGE MASTER AGREEMENT #: 26011500000000000070	ITP#: 255306
COMMODITY/SERVICE DESCRIPTION: IT Staff Augmentation	
START DATE: 5/1/2026	END DATE: 4/30/2028

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: DAFS Office of State Procurement Services		
ADDRESS: 111 Sewall Street, 9 SHS		
CITY: Augusta	STATE: ME	ZIP CODE: 04333
PROVIDER		
PROVIDER NAME: Guidesoft, Inc. Dba Knowledge Services		
ADDRESS: 9800 Crosspoint Boulevard		
CITY: Indianapolis	STATE: IN	ZIP CODE: 46256
PROVIDER'S VENDOR CUSTOMER #: VS00000010028		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:
DAFS – Office of State Procurement

Signed by:
Nancy Tan, Acting Deputy CPO
 BY: **Nancy Tan, IT Procurement Director** Date

Provider Representative:

Signed by:
Katie Belange, General Counsel 4/24/2026
 BY: **Katie Belange, KS Legal Counsel** Date

DAFS – Office of Information Technology:

DocuSigned by:
Nicholas Marquis 4/24/2026
 BY: **Nicholas Marquis, CIO** Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract

DEPARTMENT AND PROVIDER POINT OF CONTACT

AGREEMENT ADMINISTRATOR: The following person is designated as the Agreement Administrator on behalf of the Department for this Contract.

NAME: Nancy Tan, IT Procurement Director	
EMAIL: Nancy.Tan@Maine.gov	TELEPHONE: 207-816-1416

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Bill Evans, Senior Vice President		
EMAIL: Billie@knowledgeservices.com	TELEPHONE: 317-806-6197	
ADDRESS: 9800 Crosspoint Boulevard		
CITY: Indianapolis	STATE: IN	ZIP CODE: 46256

Any changes to the individuals identified above may be changed at any time through written notice by either party.

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference.

<input checked="" type="checkbox"/>	RIDER A – Specifications of Work to be Performed
<input checked="" type="checkbox"/>	RIDER B-IT – Payment and Other Provisions
<input checked="" type="checkbox"/>	RIDER D – Participating Addendum with NASPO
<input checked="" type="checkbox"/>	RIDER E – Master Agreement between Lead State of Connecticut and Guidesoft, Inc. dba Knowledge Services (MA# 22PSX0086AB)
<input checked="" type="checkbox"/>	RIDER G - Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	RIDER H - Identification of Country in Which Contracted Work will be Performed
<input checked="" type="checkbox"/>	RIDER I – IRS Safeguard Contract Language
<input checked="" type="checkbox"/>	ATTACHMENT A - Confidentiality and Non-Disclosure Agreement
<input checked="" type="checkbox"/>	ATTACHMENT B - Business Associate Agreement Template
<input checked="" type="checkbox"/>	ATTACHMENT C – Rates Card

RIDER A: SPECIFICATIONS OF WORK TO BE PERFORMED

TABLE OF CONTENTS

- I. ACRONYMS AND DEFINITIONS
- II. INTRODUCTION/OVERVIEW
- III. CONTRACT PERIOD
- IV. AUTHORIZED USER
- V. ORDERING PROCEDURE
- VI. SPECIFICATIONS/SCOPE OF WORK

I. ACRONYMS AND DEFINITIONS

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
Agency	State of Maine agencies
Agency Hiring Manager	The individual designated by the Agency who is responsible at the Agency level for supporting and managing the hiring process with the Provider, including coordination of recruitment activities, communication with candidates, and oversight of compliance with applicable hiring policies and procedures
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Delivery Order (DO)	Financial Document created in Advantage by the requesting Agency Hiring Manager to fund a requisition.
Employer of Record (EOR)	Provider acts as the employer of certain pre-identified individuals who have been selected by the Department without the assistance of a recruiting, staffing, or any third- party, organization, to perform work on temporary assignments.
FTE	Full Time Employee
Intern Resources	Pre-identified individuals who have been selected by the Department
IT	Information Technology
IT Staff Augmentation Authorization Form	The form identifies the approved resource(s) or project, including role titles, scope of work, hourly rates, maximum authorized hours, and period of performance.
MSP	Managed Service Program
Provider	Organization providing services under this Contract
Requisition or Job Posting	Form completed by Agency Hiring Managers describing Job Title/Description of required resource and includes justification for position.

Resource or IT Resource	Contractor(s) sometimes referred to as consultants.
SaaS	Software as a Service application hosted in the cloud.
State Facility	State of Maine location
SOW/SOW Project	Statement of Work Project
Supplier Network or Sub-Vendor	Vendor in the network who recruit and supply candidates for job postings.
State	State of Maine
VMS	Vendor Management System

II. INTRODUCTION/OVERVIEW:

The Purpose of this Master Agreement is to provide State of Maine Agencies (Agencies) with an IT Vendor Management Service Provider as defined in this Master Agreement. This Master Agreement is a result of RFR#202506083, utilizing NASPO Cooperative Solicitation titled, "IT Managed Service Provider 22PSX0086."

The Provider shall provide a cloud-based SaaS Vendor Managed System (VMS) for securing IT Staff Augmentation to aid in a variety of information technology projects on an hourly basis for State agencies on an as-needed basis. Milestone-based, deliverable-based, and Statement of Work Projects (SOW Projects) will be executed through the VMS.

The Provider shall manage the Managed Service Program (MSP) to support IT Staff Augmentation Program, Sub-Vendor Management, SOW Projects, and Employer of Record Services.

III. CONTRACT PERIOD:

Period	Start Date	End Date
Initial Period of Performance	5/1/2026	4/30/2028
Renewal Period #1	5/1/2028	10/31/2029

IV. AUTHORIZED USER:

State of Maine Departments authorized to utilize this MA contract:

All State of Maine Departments, Agencies

Municipalities, political subdivisions, and school districts in Maine:

- Are NOT permitted to utilize this MA.
- Are permitted to utilize this MA as written and with prior approval of the Agreement Administrator
- Are permitted to utilize this MA with the following conditions:

V. ORDERING PROCEDURES:

Delivery Orders (DO) will be created in CGI Advantage for all orders from Agencies.

- IT Staff Augmentation Program Administration & Employer of Record Services:

Each DO must include an IT Staff Augmentation Authorization Form for services provided. IT Staff Augmentation Authorization forms must be issued per Resource or per defined project and must fully fund the approved Resources for the authorized hours and duration of the DO. The recruiting process may not begin until the Provider receives a finalized DO from the Office of State Procurement Services.

- Statement of Work Projects:

Each DO must include a Statement of Work (SOW) for services provided. SOW must be fully funded for the duration of the DO. The selection process may not begin until the Provider receives a finalized DO from the Office of State Procurement Services.

Public school systems and/or municipalities will handle their own orders and will be responsible for all payments.

VI. SPECIFICATIONS/SCOPE OF WORK:

The Provider shall perform all services and maintain all standards and requirements for services provided under this master agreement in accordance with the below:

SECTION I: Rates, Rebate and Fees

A. Rates

Resources may be required to provide specific work products and deliverables. However, the work is billed on an hourly basis. The work will be performed onsite at State Agencies. However, work may be done offsite with prior approval of the Department.

1. Not-to-Exceed rates, Rate Card (**Attachment C**), shall be posted on the MSP website. These rates may be changed from time to time based on mutual written agreement between the Department and Provider due to IT recruiting market conditions, changes in job skill requirements, or implementation of other contract features.
2. If any hourly bill rate exceeds the maximum rate, written approval of an exception must be submitted to the Agreement Administrator. Once the waiver is approved by the Agreement Administrator, the MSP manager may enter an engagement with Sub-Vendor for a candidate who has special skillset to fill a position.
3. Overtime hours must be approved in advance by the Agency Hiring Manager. In the event overtime is authorized by the Agency Hiring Manager, overtime compensation will be paid based upon the agreement between the requesting

Agency and Provider. Payment will be made for actual hours worked and payment will not be made for Holidays observed by the state or for time not worked as a result of early dismissal by the State due to weather or other causes.

4. All rate changes require the approval of the Agreement Administrator.

B. Rebate

The Provider shall issue a two percent (2%) Rebate to the Department at the close of each quarter. The Provider will deduct the (2%) Rebate, in addition to the MSP Fee, prior to remitting payment to the Supplier Network. The Rebate shall be calculated from all billed transactions during the previous quarter starting with time worked and billed beginning at the start date of this Agreement. Direct expenses, authorized by the Agreement Administrator, such as travel, or training course tuition are excluded from the Rebate computation. The Rebate and MSP Fee are separate and included in the contract hourly rate.

C. Fees

1. Managed Service Program (MSP) Fee

The Managed Service Program Fee is 1.75%. The Provider shall deduct the MSP Fee for its compensation prior to remitting payment to the Supplier Network. The Not to Exceed Hourly Rate Chart referenced includes the MSP Fee.

2. Conversion of Resources, No Conversion Fee

If the Department determines, at any time, that it is in the Department's best interest to hire a Resource of Sub-Vendor, the Department may do so without payment of any conversion fee, placement fee or similar charge. Provider shall require that Sub-Vendor to release the selected Resource from any non-competition agreement that may be in effect. Such release shall be at no cost to the Department, Provider, or Resource.

3. Employer of Record Services

Provider will utilize the Department established Mark Up Rates for Pre-identified Resources and former State of Maine employees and Intern Resources pre-identified by the Department. Upon receiving a request, the Provider shall verify whether the individual meets the "former State employee" or "Intern Resource" classification using State-provided records.

3.1 Pre-identified Former State of Maine employees and State-identified Interns: 20.5%.

3.2 Pre-Identified Resources will follow the establish Markup Rate:

3.2.1 Pay rate up to \$20.00 per hour: 22.50%

3.2.2 Pay rate of \$20.01 – \$50.00 per hour: 21.50%

3.2.3 Pay rate greater than \$50.00 per hour: 20.50%

4. **Background Check**

In the event background checks and/or drug screens are necessary as determined by the State agency, the Provider shall bear all costs associated with the background checks and/or drug screens. The Provider shall maintain all results in the VMS. No Resource begins work until all required screenings are satisfactorily completed, unless otherwise approved by the Agreement Administrator.

SECTION II: Managed Service Program

A. IT Staff Augmentation Program Administration

The Provider shall provide ongoing administration of the IT Staff Augmentation Program, including the recruiting, review, ranking, filtering of candidates, on-boarding, off-boarding, and management of the Sub-Vendor network to fulfill Service requests. Provide an IT Staff Augmentation Program to include, but not be limited to:

1. On-site program management;
 - 1.1 Provide dedicated on-site program management, serving as the State's primary point of contact for agencies, participating entities, and the Sub-Vendor network.
 - 1.2 Provide one (1) FTE Program/Account Manager and one (1) FTE Program Specialist, who together provide 100% coverage during the Department's business hours, Monday through Friday.
 - 1.3 Agreement Administrator approval must be granted to work remotely.
 - 1.4 Provide Program/Account Manager and Program Specialist backup by cross-trained peers who are also familiar with Department-specific processes, to provide seamless program delivery to Department and Agency Hiring Managers, Sub-Vendors, and Resources.
2. Program management to the Service Level Agreement;
 - 2.1 Provide structured, transparent, and data-driven program management to ensure continuous adherence to the Department's Service Level Agreements.
 - 2.2 Provide ongoing review, monitoring, and measurement of program data, including data from aggregate Department users, Agencies, specific Sub-Vendors, and Resources.

- 2.3 Review data on the key program activity listed below, to consistently manage the Managed Service Program (MSP) according to Service Level Agreements, to include:
 - 2.3.1 Job posting participation;
 - 2.3.2 Candidate submission quantity and quality;
 - 2.3.3 Number of interviews and starts;
 - 2.3.4 Unwanted attrition;
 - 2.3.5 Manager satisfaction ratings;
 - 2.3.6 Actual vs. market rate activity; and
 - 2.3.7 Feedback from business reviews, roundtables, weekly calls, and ad hoc meetings.
 - 2.4 Effectively manage and improve supplier performance.
 - 2.5 Host quarterly business reviews with Department stakeholders to present SLA adherence data, as well as program trends, and provide recommendations for greater efficiency.
 - 2.6 Utilize feedback from the quarterly business review to inform ongoing program delivery strategy, to ensure the MSP continually meets the Department's needs.
 - 2.7 Provide guidance in all aspects of management, knowledge of and enforcement of all federal, state, and local laws while upholding Department-specific compliance measures to achieve future Department objectives.
3. Consultation with State staff, Supplier Network, and Provider Resources;
 - 3.1 Consult regularly with Department and Agency Hiring Manager, the Supplier Network, and Provider Resources, to ensure program unity and ongoing compliance.
 - 3.2 Provide a structured consultation process for when an Agency identifies the need for temporary resources.
 - 3.3 Triage the Resource request and schedule and conduct an intake call with Agency, to gather information about the position, desired candidate skillsets, travel expectations, unique onboarding/orientation requirements, and any additional information from the Agency Hiring Manager, to find the most qualified candidates possible.

- 3.4 Collaborate with Agency Hiring Manager to review and validate that each IT Staff Augmentation Authorization Form is fully completed, accurate, and compliant with all applicable departmental policies and procedures prior to submission or approval.
 - 3.5 Conduct weekly stakeholder calls to address potential program concerns among Department users.
 - 3.6 Conduct annual manager roundtables to provide consultation directly between Knowledge Services team members and Agency leaders of all levels.
 - 3.7 Gather resource-specific feedback to ensure the Agency Hiring Manager is fully satisfied with the resource's conduct and work products.
 - 3.8 Collaborate with the Agency Hiring Manager to document unique requirements such as position-specific qualifications, background check needs, professional certifications, and Department-specific preferences, to ensure continued alignment and compliance with Department-specific policies and procedures.
 - 3.9 Host Supplier Network roundtables once per year, bringing together Sub-Vendors and Agency Hiring Managers to discuss IT labor trends, SOW needs, and long-term program improvements to further our consultative approach.
 - 3.10 Monitor Resource Performance and when deemed by the MSP to be below standards, the MSP will schedule a meeting with the Sub-vendor and Agency Hiring Manager to discuss the issue and arrive at a beneficial solution for all parties.
 - 3.11 Complete pre-screening calls with potential Resource candidates, screening them for professionalism, skills and experience, commitment to the assignment, and to verify their identity.
 - 3.12 Host an on-site orientation with new Resources, greeting Resources face-to-face , and accompany the Resource, in-person, to the Agency Hiring Manager, making face-to-face introductions and ensure both parties have what is needed for a successful assignment. If needed, facilitate virtual orientations to welcome the new hire, introduce them to their Agency Hiring Manager.
4. Assistance in development of individual position requirements based on job-skill needs;
 - 4.1 Schedule and conduct an intake call with the Agency Hiring Manager to discuss the position request in full, to discuss specifics of the position, any unique background check or credentialing requirements, and preferred skillsets and professional backgrounds.

- 4.2 Ensure Resources are matched against the standard and customized job titles and position descriptions submitted by the Agency Hiring Managers.
5. Entry of position requirements with skills in Vendor Management System (VMS);
 - 5.1 Ensure rates are aligned with Rate Card, the position is fully authorized with all necessary internal Department and Agency approvals and requirements, and any other necessary Department process or system.
 - 5.2 Ensure the Department and Agency confirm all rates and internal authorizations have been completed prior to releasing the requisition to the Supplier Network.
 - 5.3 Confirm the posting timeline with the Agency Hiring Manager before the requisition is released.
6. Position posting to suppliers for candidate recruiting;
 - 6.1 Monitors the volume and quality of candidate submissions to ensure strong, competitive response from a diverse pool of Sub-Vendors.
 - 6.2 Communicate with Sub-Vendors to encourage additional participation or to understand potential roadblocks in finding qualified candidates.
 - 6.3 Monitor data on the position, including quantity and quality of Sub-Vendor candidate submissions, to ensure the position is generating anticipated response levels.
 - 6.4 If submission quantity or quality falls below expected levels, identify the root cause of the issue and implement a solution as necessary.
7. Candidate screening based on skills and individual job needs;
 - 7.1 Perform a comprehensive screening of candidates to ensure alignment with both the technical requirements of a requisition and the broader expectations expressed by Agency Hiring Managers. Evaluate candidates against job-specific skills, certifications, and background requirements.
 - 7.2 Confirm each candidate meets the technical skills, licenses, and certifications required for the role.
 - 7.3 Assess candidates' suitability for the Department's culture, priorities, and work environment.

- 7.4 Conduct pre-screening calls with every candidate a Agency Hiring Manager requests for interview, to include: targeted questions to validate their skills, assessment of communication ability, and overall readiness for the position.
 - 7.5 Review each resume submitted, ensuring candidates match not only the basic position requirements, but also the specific preferences identified by Agency Hiring Managers.
8. Candidate interview aid (screening, scheduling, coordination, background checks); After candidates have been screened and vetted, the Program/Account Manager assists the State in managing the interview process through a structured, collaborative approach. The MSP will:
- 8.1 Conduct an initial screening of candidates and presents a shortlist of candidates to the Agency Hiring Manager.
 - 8.2 Conduct prescreening calls with Agency-selected candidates, confirming their professional experience, communication skills, professionalism, and commitment to the assignment.
 - 8.3 Complete full background checks, at no cost to the Department or Agency, to include: criminal history, sex offender check, and any other necessary screening, though these are most typically reserved for after an offer has officially been extended to the candidate.
 - 8.4 Provide the Agency with a curated list of top candidates who have been pre-screened for suitability, engagement, and professionalism before being interviewed by the Agency Hiring Manager.
 - 8.5 MSP will facilitate and coordinate candidates' specialized skills assessments from the Agency-selected group of resumes. Provide various methods for skill assessments, including, but not limited to, phone interviews, face-to-face interviews, web conferences, video conferences, and capabilities tests.
 - 8.6 Implement an enhanced identity verification protocol to validate the authenticity of government-issued identity documents, to ensure fast and accurate identity validation.
 - 8.7 Scheduling interviews for Agency Hiring Managers to engage directly with the selected candidates to assess their fit for the role and the organization more comprehensively.
 - 8.8 Provide all necessary support for scheduling, technology setup for remote interviews, or any other requirements.
9. Candidate recommendations;

- 9.1 Provide candidate recommendations to Agency Hiring Managers to identify candidates whose skills and experiences best align with the Agency's requirements.
 - 9.2 Initiate the Best and Final Offer (BAFO) process with Sub-Vendors, to ensure the Agency receives top talent at cost-effective rates.
10. Candidate or Resource performance management (orientation, on-boarding, performance measurement, separation);
- 10.1 Ensure all required compliance documents are collected, conducting necessary background checks and drug screenings, and verifying additional requirements such as experience, education, and employment history. Specific onboarding and orientation requirements can be configured at the agency and department level, ensuring alignment with all facility-specific hiring requirements.
 - 10.2 Provide a transparent and detailed Onboarding Checklist, which outlines each candidate's progress through required background checks, drug screenings, and other pre-employment tasks.
 - 10.3 Ensure Candidates do not begin assignment, until all onboarding compliance items are completed within the VMS.
 - 10.4 Provide each Resource and Sub-Vendor with a comprehensive onboarding checklist tailored to the assignment's specific requirements. The checklist outlines all documents, verifications, and tasks that must be completed before the candidate may begin work. Typical onboarding checklist items may include, but are not limited to:
 - 10.1.1 Completion of background check and drug screening
 - 10.1.2 Verification of education, certifications, and/or licenses
 - 10.1.3 Completion of confidentiality agreements and required State forms
 - 10.1.4 Collection of I-9 documentation, employment eligibility, and identity verification
 - 10.1.5 Acknowledgment of client-specific policies and training requirements
 - 10.1.6 Assignment of security credentials, badges, or system access (as applicable)
 - 10.1.7 Customize the onboarding checklist based on the Resource's assignment location, job type, and client requirements, to ensure no critical step is missed prior to placement, and modify as necessary during intake calls with Agency Hiring Managers.
 - 10.1.8 Accompany Resources, on their first day to their specific work location and make introductions in-person with the Agency Hiring Manager.
 - 10.1.9 Provide automated onboarding completion notifications.
 - 10.1.10 Monitor Resource performance throughout the assignment. Complete regular check-ins with Agency Hiring Managers and Sub-Vendors to

confirm performance expectations are being met. MSP will check in with the Agency Hiring Manager the first week, the first month, and then quarterly after resource placement to ensure Agency satisfaction with the Resource's skills and performance.

- 10.1.11 Facilitate all offboarding procedures with the Agency Hiring Manager, either planned or unplanned, and initiate the necessary steps to close the assignment. Oversee the removal of the resource by collecting all termination details, including the last day the resource worked. Notify the Sub-Vendor with the termination and offboarding details to offboard the resource after their shift on the final day worked to avoid workplace disruption. The Sub-Vendor confirms with the MSP Team that the temporary staffing resource was successfully offboarded. The MSP Team confirms the plan for collecting and returning equipment with the Sub-Vendor and the Agency Hiring Manager.

11. Management and mentoring of the Supplier Network; and

11.1 MSP will oversee:

11.1.1 Day-to-day management of the Supplier Network;

11.1.2 Monitoring and evaluating Sub-Vendor participation and performance in the program;

11.1.3 Vetting and optimizing the Supplier Network to ensure coverage; and

11.1.4 Advising, coaching and developing organizational partnerships with Sub-Vendors.

- 11.2 Promote fair and equitable competition; broadcast each requisition to all registered suppliers. Ensure the Provider has no financial interest or affiliation with any Sub-Vendor.

12. Periodic rate card review and revision to align job categories with market wage rates to add or expand services or labor categories.

- 12.1 Conduct annual rate card reviews and market analysis to ensure job categories remain aligned with market wage rates and responsive to evolving labor market conditions.

B. Employer of Record Services

1. Provide Employer of Record services, subject to approval by the Department, for Resources identified by the Department.
2. Manage benefits enrollment, HR inquiries, employee relations matters, and ongoing support throughout the Resource's assignment.
3. Provide ongoing maintenance and reporting designed to ensure the Employer of Record process aligns with the Department's policies and long-term objectives.

4. Implement the following EOR Workflow:

4.1 Candidate Submission & Intake

4.1.1 The MSP serves as the primary point of contact, receiving the request from the Agency user.

4.1.2 The MSP conducts an intake discussion with the State Manager to confirm all assignment details, including role responsibilities, work location, anticipated start date, pay expectations, and any unique environmental or compliance factors. All requests are processed in alignment with the Department's established authorization and funding procedures, ensuring compliance and readiness before onboarding begins.

4.1.3 The MSP validates the request is complete and all necessary compliance data is captured, to include: job title, agency or sub-agency, candidate legal information, worksite address (or remote location), travel expectations, estimated hours and assignment length, and any work environment considerations.

4.2 Rate & Request Validation

4.2.1 Once the initial request and intake details are confirmed, the MSP conducts a structured rate validation process based on pay rate accuracy and market alignment. The MSP will validate the role and responsibilities directly with the Agency Hiring Manager to ensure the position type, scope, and expectations are clearly defined.

4.2.2 To determine appropriate pay, MSP will conduct a formal market rate analysis of the position.

4.3 When the pay rate has been validated, the MSP assembles the complete request package, to include: the intake form, job description, and finalized bill rate, to confirm alignment with the Department's budget for the respective position. MSP will apply the appropriate program-defined markup based on the Resource type, such as Intern/former State employee or pre-identified Resource, to establish the final bill rate.

4.4 MSP shall facilitate all discussions with the Resource regarding pay, Candidate Engagement, and Profile Setup.

4.5 When the request package has been validated, the MSP initiates direct engagement with the candidate. The MSP shall:

4.5.1 Be the candidate's primary point of contact, for guidance regarding the onboarding process, compliance training, and assignment expectations.

4.5.2 Provide the candidate with clear information regarding start dates, required screenings, and role responsibilities to ensure transparency and preparedness before their first day.

4.5.3 Enter the candidate's information into the VMS.

5. To preserve program integrity, only candidates directly identified through the Department's established process move forward under the Employer of Record framework. Candidates sourced through Sub-Vendors remain with their original provider unless the Agreement Administrator expressly directs otherwise.

6. Onboarding and Compliance Screening

6.1 The MSP shall:

6.1.1 Initiate pre-hire tasks in ADP, including the generation of the I-9 employment eligibility form and collection of all compliance documentation.

6.1.2 Ensure background checks, screenings, and program-specific forms are initiated promptly to avoid delays. In parallel, the MSP will coordinate closely with the Agency's manager to support equipment provisioning and account setup, ensuring resources have the necessary tools and secure system access on day one.

6.2 The MSP provides candidates with clear instructions and regular follow-up communication to confirm and maintain progress.

7. Assignment and Time Entry

7.1 Actively monitor time entry throughout each pay cycle. The MSP shall follow up directly with Resources who miss or delay time entry, while the MSP maintains visibility to keep Agency Hiring Managers informed.

7.2 Ensure the VMS provides reliable payroll processing and maintains compliance with Department standards.

8. Performance Monitoring and Ongoing Support

8.1 Conduct regular check-ins with Agency Hiring Managers, ensuring the program remains aligned with Agency needs and any emerging issues are addressed quickly, to ensure Resource performance, satisfaction, and overall program effectiveness.

8.2 Conduct structured check-ins with the Resource to reinforce engagement, answer questions, and surface potential challenges before they escalate, to promote consistent communication, foster strong working relationships, and support retention.

8.3 Performance monitoring is further strengthened by Provider's VMS, which assigns each Resource a unique identifier that follows them across all assignments, to capture and maintain performance ratings, enabling real-time visibility into individual contributions.

9. Offboarding & Termination

At the conclusion of an assignment, the Provider's MSP Account Team shall ensure all closure activities are handled efficiently and transparently. As soon as notification of an assignment ending is received, the MSP coordinates with the Agency to confirm key details, including the Resource's final working day, the reason for separation, and any agency-specific requirements. Logistical tasks are then initiated to safeguard State assets and data, to include the return of all equipment provided to the Resource and coordinating the timely removal of system access. Once all tasks are finalized, the contract is formally closed in the VMS, and related reporting is updated to reflect the end of the assignment.

- 10. Assign Resources to any State Facility subject to approval by the Department, if determined by the Department to be in the Department's best interest. Resources from Sub-Vendors in the MSP will not be converted to the Employer of Record, unless otherwise directed in writing by the Agreement Administrator.
- 11. Provider shall maintain accurate placement records, documenting all approvals and assignment details for audit and compliance purposes.

C. Statement of Work Projects

1. Agency Project Development and Implementation

- 1.1 Provide a structured consultation process for when an Agency identifies the need for statement of work project.
- 1.2 Comply with the Department's procurement processes and approved workflows.
- 1.3 Discovery meetings, to understand the Agency's practices, identify possible barriers, and confirm compliance requirements. The Provider shall create clear workflow maps that show how a SOW moves from intake through award and execution. Each workflow shall be supported by standardized templates, for solicitation drafting, evaluation rubrics, bidder instructions, and work order agreements, that ensure consistency and reduce administrative burden.
- 1.4 Collaborate with Agency to review and validate that each SOW/Amendment Template is fully completed, accurate, and compliant with all applicable Departmental and Agency policies and procedures prior to submission or approval.

2. Ongoing Collaboration and Business Reviews

- 2.1 Use of the Department's procurement process and approved SOW workflow.
- 2.2 Establish regular checkpoints with the Department to confirm that workflows remain effective and aligned with evolving program needs.

- 2.3 Conduct quarterly business reviews, to evaluate cycle times, Sub-Vendor participation rates, scoring consistency, and feedback from agencies and Sub-Vendors. If issues are identified, for example, delays in approvals or challenges in Sub-Vendor submissions, the Provider will propose workflow refinements and update supporting templates or VMS configurations.
- 2.4 Provide weekly status reports during active solicitations, highlighting risks, open issues, and upcoming milestones.
3. Provide closeout reviews and incorporate feedback into workflow updates.
4. Facilitate and manage logistics while the Department retains final authority. The Provider shall seek Department approval of:
 - 4.1 Policy and compliance decisions;
 - 4.2 All final selections and awards; and
 - 4.3 Ensure compliance of Department procurement procedures and policies for all Statement of Work (SOW) projects.
5. Work directly with Agencies to prepare SOW solicitation materials using the Department's required forms, and ensure approvals are routed through the State's procurement system and officials.
6. Conduct regular reviews, feedback sessions, and business updates to ensure changes to Department processes are quickly reflected into workflows and VMS configuration.
7. The Provider shall work closely with the Department to adjust and align the SOW process with the Department's procurement processes and approval workflows, ensuring the final workflow reflects both State requirements and program goals.
8. Ensure Sub-Vendors and consultants have signed Master Service Agreements (MSAs), accepted OIT's Terms and Conditions (T&Cs), and meet the Provider's Certificate of Interest (COI) standards.
9. The Provider shall implement a 3-phased approach to facilitate a SOW Project:
 - 9.1 Phase 1: Pre-Proposal

Discuss the procurement directly with Agency/Department stakeholders, to:

 - 9.1.1. Identify potential issues the Department may consider;
 - 9.1.2. Begin drafting a clear Solicitation; and
 - 9.1.3. Ensure the Provider's network of Sub-Vendors and consultants is ready to meet the Department's needs.
 - 9.2 Phase 2: Proposal

Engage in strategic collaboration and dialogue to ensure proposals align with Agency project goals and comply with the Department's standards.

9.3 Phase 3: Post-Proposal

Finalize awards and onboarding, to ensure a seamless transition and a clear roadmap for project execution.

SECTION III: General, Technical, and Vendor Management System Requirements

A. General Requirements

1. The Department will not provide "Client Letters" or any other documentation typically requested as part of the visa process.
2. The Provider shall be responsible for completing visa letters as reasonably requested and provided by Sub-Vendors for the visa process.
3. Contract Sub-Vendor personnel shall not use information or their access to Department staff for marketing or to promote their company.
4. The Provider shall require that Sub-Vendor complete the "Provider MSP Resource Employment Status Validation Form," located on the MSP website, for each Resource that is selected to work on behalf of the State prior to the start of Resource's assignment. MSP shall require the Sub-Vendor to upload this form into the VMS as specified by the Provider prior to the start of Resource's assignment.
5. The Provider shall require that Sub-Vendor complete a Maine Master Services Agreement as presented on the program website. No modifications will be permitted to the resulting agreement.

B. Technical Requirements

1. **ACCESSIBILITY:** All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act. All IT applications must comply with the Digital Accessibility Policy. (<https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/DigitalAccessibilityPolicy.pdf>).
2. **STATE IT POLICIES:** All IT products and services delivered as part of the resulting contract must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies-standards>) effective at the time the resulting Contract is executed.
3. Comply with the Generative Artificial Intelligence (GenAI) Policy: <https://www.maine.gov/oit/sites/maine.gov/oit/files/inline-files/GenAIPolicy.pdf>.
4. Ensure the VMS is a 3rd party verified NIST 800-53 SaaS application and hosted on a FedRAMP Authorized to Operate (ATO) compliant data center site with a FedRAMP Moderate level of service.

5. All Resources and MSP Account Teams are subject to compliance with OIT Policies & Standards | Maine IT (<https://www.maine.gov/oit/policies-standards>).

C. Vendor Management System Requirements

1. Provide and configure a Vendor Management System (VMS) to automate and support the IT staff augmentation and SOW Projects lifecycle and to provide standard and customized reports.
2. VMS shall be a web-based Software as a Service (SaaS) solution accessible by end users through the internet using commonly used, industry standard browsers.
3. Ensure the Department's SaaS environment has a separate client instance from other clients. Ensure no other clients have access to Department data.
4. The Department owns all data. Upon request, and at the termination of the Agreement, the data will be provided at no additional cost, in a mutually agreed upon format.
5. Ensure each new requisition has a unique requisition/Job Posting Id number, to track all activities associated with the user including all time entries, approval, denies, reasons for acceptance, and reasons for contract end. All activities must be dated and time stamped. All associated activities are recorded in the VMS and does not require exporting of data into any 3rd party system for data tracking and reporting purposes.
6. Ensure the VMS:
 - 6.1 Data is available in the VMS in real-time with 99.98% up time.
 - 6.2 Has backup and recovery capabilities. Maine's Recovery Point Objective (RPO) is one (1) hour and Recovery Time Objective (RTO) is four (4) hours.
 - 6.3 Has a role-based security model. All users must be authenticated before gaining access to the VMS. Once authenticated by username and encrypted password, specific application roles are used to grant access to specific data by specific role types.
 - 6.4 Provides automated communication triggers via product notification for notifying the Department, Resources, Sub-Vendors, and Provider of information, status updates, and needed actions related to processes in the program. Examples of product notifications include: requisition approvals, resume submissions, interview scheduling, time entry requiring approval and contract end date notifications. Report triggers also result in automatic email delivery of defined reports at defined intervals.
 - 6.5 Allows for automated requisition workflow approvals, if desired by the Department.
 - 6.6 Hosts and stores attachments in the requisition's record. Agency Hiring Managers will provide documents to be uploaded as attachments to the requisition posting and the

VMS will be able to reproduce attachments later, if requested by the Department for any reason.

- 6.7 Allows Agency Hiring Managers and approvers who are attached to a requisition/job posting have a “view” or “edit” capability. “Edit” rights allow the user to modify the entered request.
- 6.8 Activates/deactivates Approval Workflows upon request by the Agreement Administrator after the requisition is created on a requisition-by-requisition basis.
- 6.9 Generates requisition update notifications. Status updates such as “Candidate Accepted”, “Position Filled”, “Interview Requested”, etc. are sent automatically from the VMS to all concerned parties associated with the requisition. The VMS automatic requisition status update emails can be turned on or off based on State or State manager preferences.
- 6.10 Allows for Sub-Vendor and manager to readily view all aspects of the requisition, the status of the requisition, as well as coordination of interviews and start dates in the VMS. Managers and Sub-Vendors also have an activity-driven dashboard to view the overall status of requisitions.
- 6.11 Allows Agency Hiring Managers to view all candidate resumes that were submitted for each requisition at any time. Ensure the VMS provides a variety of configuration options that include immediate visibility of all submissions to the Department manager (bid queue), visibility to submissions presented by the MSP Account Team (optional), or submission of a defined number of best fit candidates. A pre-approval queue is set up to allow the MSP Account Team to preview and/or pre-qualify submissions before approving them to move to the Agency Hiring Manager queue.
- 6.12 Generates an e-contract for the selected candidate, submitting Sub-Vendor, bill rate. That contract is then assigned to work areas/projects/tasks. The contract can be associated with as many project assignments as the Agency desires. The Resource, at time entry, must be able to select from a drop down of the project assignment(s) for which time is to be entered.
- 6.13 Allows the Agency Hiring Manager to view the full week of time at a glance for each Resource and can also expand the week to view the specific time in and time out details. Agency Hiring Managers must be able to approve or deny time for the entire week or at a line-item level. Resources are required to enter their time based on hours worked and Agency Hiring Managers are required to approve timesheets electronically on the hours worked on a weekly basis.
- 6.14 Provides the ability to modify the format of agency-specific invoices, which will be delivered electronically in .PDF format.to the appropriate agency bi-weekly.
- 6.15 Is available in a secure mobile application format and must allow users to perform tasks such as time entry, time approval, expense entry and approval, view daily tasks, and fill out electronic forms where applicable.

6.16 Maintains a web portal for the State of Maine's MSP. The Department and Provider will mutually agree on items to be posted on the portal. The web portal shall include the following items:

6.16.1 Staff augmentation process;

6.16.2 Current Rates Card (**Attachment C**): to include job titles, levels, and Not-to-exceed Bill Rate;

6.16.3 Listing of job descriptions and job posting form; and

6.16.4 Statement of work process and templates, process documents, quarterly business reviews, training material, and other templates.

6.17 Has a reverse auction feature within VMS tool.

D. Intellectual Property

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by Provider prior to execution of this Agreement but specifically developed under this Agreement shall be considered "work for hire" and Provider transfers any ownership claim to the Department, and all such materials will be the property of the Department. Use of these materials, other than related to Agreement performance by Provider, without the prior written consent of the Department, is prohibited. During the performance of this Agreement, Provider shall be responsible for any loss of or damage to materials developed for or supplied by the Department and used to develop or assist in the services provided while the materials are in the possession of Provider. Any loss or damage thereto shall be restored at Provider's expense. Provider shall provide the Department full, immediate, and unrestricted access to the work product during the term of this Agreement.

All Sub-Provider and Sub-Vendor agreements shall include this requirement.

SECTION IV: MSP Staff and Training

A. MSP Staffing Requirements

The Department requires a qualified MSP Account Team to manage the relationship between the Department and the MSP, and the MSP and the Supplier Network. MSP Account Team must have extensive knowledge of IT industry trends and best practices.

1. MSP Account Team

1.1 At minimum, provide one (1) FTE dedicated Program Manager and one (1) FTE Program Specialist, onsite in Augusta, Maine to be part of the MSP Account Team. Both positions will be 100% dedicated to the Department's MSP.

1.2 If at any time a member of the MSP Account Team is to be temporarily reassigned or assists another program, the Department requires written notice for approval prior to such a reassignment.

- 1.3 The Department at its discretion may deny approval if it's in the best interest of the Department. In the event there is a request by either the Department or the Provider to change number of staff dedicated to this program, it will be negotiated through a Contract amendment mutually agreed upon by both parties. Any changes to the MSP Account Team must be communicated to the Department a minimum of ten (10) business days in advance of any changes. The Department reserves the right to request changes to the account team if performance is not satisfactory.
- 1.4 The Department reserves the right to select or reject assigned team members based on resumes, interviews, or performance.
- 1.5 The MSP Account Team hours are Monday to Friday, 8 a.m. to 5 p.m. local time.

2. **MSP Account Team Duties and Responsibilities**

The MSP Account Team will partner with the Department and Agency Hiring Managers as follows:

- 2.1 Meet with Department Managers and Agency Hiring Managers periodically to build strong working relationships and create and maintain profiles of their historical and future needs, core technologies and legacy systems, projects, and Agency Hiring Manager unique preferences.
- 2.2 Serve as the main point of contact for the Department and Agency Hiring Managers to facilitate all aspects of requisition management process including qualifying the Agency Hiring Manager's needs, reviewing resumes, phone screening candidates, and facilitating interviews.
- 2.3 Act as primary relationship manager on behalf of the Department and MSP for all Sub-Vendors.
- 2.4 Act as point of escalation for issues relating to Provider management, staff, Resource relations, billing, recruitment, reporting and general questions on services.
- 2.5 Recommend solutions regarding any issues raised by Agency Hiring Managers and notify the Agreement Administrator of these issues. Implement review processes on an ongoing basis, to identify proactive ways to improve efficiency.
- 2.6 Provide 1:1 MSP education and VMS training to the Department and Agency Hiring Managers.
- 2.7 Work closely with Agreement Administrator and Department executive management to ensure all are kept up-to-date on the management of program: Meet or provide weekly updates on requisition status, current

topics, and any other items such as billing, industry topics, etc.

- 2.8 Resources, at times may be asked to travel on behalf of the Agency. Any in-State travel by Resources on behalf of the Agency must be approved by the Agency Hiring Manager. Any requests for Resources on behalf of the Agency to travel out-of-state must be submitted by the Agency Hiring Manager to the Agency Travel Coordinator and approved by the Agency's Commissioner's Office.
- 2.9 All travel must follow the State's Administrative and Accounting Manual (SAAM) policies. All travel expense reimbursements requests must be submitted through the VMS and follow all SAAM policies and procedures which includes receipts (supporting documentation) and/or spreadsheet documenting mileage in accordance with the SAAM.
- 2.10 The Agency does not reimburse travel expenses for the MSP Account Team.
- 2.11 Be available via Department communication channels such as State email address and Microsoft Teams consistent with State Employee expectations during the same time frame to assist the Department in creating reports, addressing VMS issues, and providing backup to the MSP Account Team.
- 2.12 Coordinate work schedules to monitor and maintain onsite staffing availability at 51 Commerce Drive, Augusta Maine during MSP on-site team hours unless there has been prior approval by the Agreement Administrator.
- 2.13 Assist Agency Hiring Managers with performance/attendance related issues, as needed, by facilitating communication with the Resource's Sub-Vendor. If required, the MSP Account Team will facilitate performance improvement plans between Agency Hiring Manager, Sub- Vendor and Resource, as necessary.
- 2.14 Provide a four (4) day posting submission window for standard candidate submittals. Provide the option of two (2) day posting submission window for urgent response time for candidate submittals to be utilized at the discretion of the Agency Hiring Manager.
- 2.15 Have a mechanism in place to not allow the Sub-Vendors to brand resumes with Sub-Vendor name and logo allowing the Agency Hiring Manager to select candidates based on fit for the position, availability, and cost.
- 2.16 Perform candidate screenings and facilitate and schedule the candidate interview process.
- 2.17 Ensure a process or procedure in place to address situations that occur when the selected candidate(s) do not arrive at the worksite or cancel after candidate has accepted the engagement.
- 2.18 Assist with the process of engagement extensions prior to the end date of

the engagement.

- 2.19 The Sub-Vendor is responsible for all employment related issues such as pay benefits, discipline, performance, employee relations, and termination.
- 2.20 Ensure and verify all Agency Hiring Managers and selected candidates are properly trained in any VMS requirements, such as appropriate time entry and time approval.

B. Training

1. Provide training sessions to Agency Hiring Manager, Providers, and Sub-Vendors on VMS capabilities and processes and validate such training was effective. Validation should be confirmed with the Agency Hiring Manager that training was effective and there is no additional training needed.
2. Conduct on-site program performance meetings with Agency Hiring Managers, at a minimum quarterly.
3. The MSP Account Team will train Agencies on how to customize and configure their Dashboard within the VMS so that reports may run in real time and users have easy access to the reports.
4. Coordinate and accommodate all urgent requests for ad hoc reports by the Agreement Administrator. Provide a timeline to the Agreement Administrator on when urgent request will be completed.
5. Delivery of reports should be available to the Agreement Administrator, Agency Hiring Manager, and other users either by email to user or on their dashboard in the VMS available in real time. Report data may be exported for use in other applications (such as Office 365).
6. Provide quarterly Lunch and Learn webinars and make available on MSP website.

SECTION V: General Requirements

A. Space, Facilities and Equipment

1. The Department will provide, for business purposes only, a laptop, internet access, workspace for MSP's on-site team. The Provider will provide a telephone if needed. Resources Telephone may be 'Bring Your Own Device' with the expectation that all resources will have a smart phone for communication. The Department will work closely with the Provider and Sub-Vendor in the event a resource has an ergonomic request and can be reasonably accommodated.
2. With Department authorization, Provider and Sub-Vendor Resource personnel may work offsite. If offsite work is authorized, the Department and Provider/Sub-Vendor shall jointly agree on device usage.

B. Information Safeguard, Security, Background Checks, Debarment and Sub-Providers

1. Comply with information security requirements presented in Rider I – IRS Safeguard Contract Language, State of Maine Vendor Confidentiality and Non-Disclosure Agreement (Attachment A) and Rider G- Debarment, Performance and Non-Collusion Certification. Rider I, Attachment A and G Contract terms shall be included in all Sub-Vendor agreements.
2. If the Department advises the Provider that an IT Resource provided through the Contract will have access to Federal Tax Information, the Provider may not enter into any sub-contract or payroll agreement for the work to be performed by the IT Resource, without the express written consent of the Department which will include the appropriate forty-five (45) day notification to the IRS Contact. The forty-five (45) day notification process will be coordinated and executed by the Department, Maine Revenue Services. This provision shall not apply to Contracts of employment between the Provider and its employees. This provision shall not apply to sub-contracts for IT Resources not handling Federal Tax Information.
3. Conduct or to have conducted a background check of any Resource placed on assignment at an Agency, or State facility (“Facility”), prior to the start of Resource’s assignment.
4. Maintain records and files of information safeguard, security and background check and make them available for the Department’s inspection as requested by the Department.
5. Background checks shall be completed for verification of, but not limited to:
 - 5.1 Social security trace – verification of social security number.
 - 5.2 Federal Criminal history check; including all state and counties of residence for the past seven (7) years.
 - 5.3 E-Verify employment eligibility verification.
 - 5.4 Federal Exclusion and Debarment Screening (FACIS). MSP shall confirm that Resources are not excluded from participation in any federal health care program (such as Medicare or any state Medicaid program) or debarred or otherwise prohibited from participating in federal procurement and non-procurement programs by checking the Department of Health and Human Services’ Office of the Inspector General’s List of Excluded Individuals/Entities (<https://exclusions.oig.hhs.gov/search.html>) and the General Service Administration’s list of debarred Providers (<http://epls.arnet.gov>). Screening of FACIS is valid for six (6) months prior to initial hire date. Provider shall administer an updated FACIS check when temporary personnel have been assigned to Client for a period of twelve (12) months or more.
 - 5.5 Sex Offender Registry check for all states of residency in the past seven (7) years.

- 5.6 A Maine Revenue Services tax liability check, if applicable, will be initiated by Provider, subject to Maine Revenue Services' policies regarding such checks, for all Resources on assignment at Maine Revenue Services, and/or for Resources on assignment at other Agencies, if so, directed by the applicable Agency.
6. If the Department notifies the MSP and Sub-Vendor that Sub-Vendor personnel will have access to protected health information, Sub-Vendor personnel must execute a Business Associate Agreement with the Department.
7. Resources may also be required to provide additional, relevant pre-assignment documents, at the request of an Agency.
8. In the event an Agency requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements 5. (a) and (b) stated above.
9. MSP may require Sub-Vendor to use a background check company specified by MSP.
10. Reasons for determining that a Resource did not satisfactorily pass the background check include, but are not limited to, the below guidelines. Any exceptions to the below guidelines must be approved by the Agreement Administrator.
 - 10.1 Candidates convicted of criminal felonies or misdemeanors involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
 - 10.2 Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape, and battery shall be excluded from consideration.
11. Costs associated with background or fingerprint checks shall be the sole responsibility of the applicable Sub-Vendor. Background and fingerprint check results shall be effective for a period of thirty (30) days prior to Resource's assignment start date. In the case of a "break-in-service" from the MSP, a new background check must be completed. A background check is effective for a period of six (6) months, unless otherwise specified for assignments at a State hospital.
12. Resources may be required to complete annual background or fingerprint check, as measured from Resource's assignment start date, and as directed by the applicable Agency. In the event a Resource begins work for a new Agency or Facility during such time, a separate fingerprint check will be required. Additionally, assignments located at a State hospital, school, or correctional facility may require a tuberculosis vaccine to be updated annually. In the event, this is not performed by the applicable Facility, Sub-Vendor will be responsible for such test.
13. In extremely rare instances, under only the approval of the Agreement Administrator, it may be allowed for a Resource to begin an engagement contingent upon a passed background check. If the Resource does not pass the background check, the

Resource will immediately be terminated. No invoice will be submitted to the Department for hours worked by the Resource failing the background check.

C. Reporting, Control, and Oversight

1. In collaboration with the Agreement Administrator, document the Department’s processes and policies related to this Master Agreement and post on Provider’s web portal.
2. At the Department’s request, provide trend analysis for IT labor market bill rates known as “wage rate review” or “market rate review” for the Job Titles listed in the Rate Card or in the event new Job Titles will be created. The Provider will track and report candidate and Sub-Vendor performance to the Department and to the Sub-Vendor.
3. The Provider shall track and report on employment status of Providers “W2” or “1099” or eligibility to work under work H1-B, L1, L9 visa, or other visa categories.
4. Provider’s Sub-Vendor(s) shall use E-verify to determine Provider’s eligibility to work in the United States.
5. The MSP shall utilize a flexible candidate screening process which includes coaching and mentoring the Supplier Network (weekly Sub-Vendor calls, etc.).
6. Ensure the Sub-Vendor has view of all transactions related to an individual Resource it represents such as date on-boarded, contract rate, time entered, time approved, time invoiced, invoice date, invoiced amount, invoiced rates including any premiums for shift or overtime, Department payment date, MSP funds received date and MSP payment date.
7. Periodic review and update of forms and/or processes to foster alignment with Department objectives.

D. Service Level Agreements

This Service Level Agreement (SLA) shall govern the resulting Master Agreement for services. Failure of the MSP to meet the SLAs below will require the MSP to create and submit a remediation plan that will allow the MSP to meet such SLAs Provider will have ninety (90) days to perform remediation or the MSP will be in breach.

Additional SLAs as mutually agreed upon may be added, but any change in the original SLAs shall only be made at the sole discretion of the Department. Any changes must be made and agreed upon in writing.

Service Level Agreement	MSP Goal	Description	Calculation	Target
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<p>Requisition Confirmation Response Time</p>	<p>Four (4) business hours</p>	<p>Time for onsite manager or designee to respond to approved Agency Hiring Manager request for new requirement or engagement extension: 8- 5 local time</p>	<p>Number of approved requirements with four (4) business hr. or less response time/Total number of approved requirements</p>	<p>90.0% or higher</p>
<p>Normal Resume Submittal Response Time</p>	<p>Four (4) business days</p>	<p>Measures average response time from release of requirement to the network to Agency Hiring Manager's receipt of first round of screened candidate resumes</p>	<p>Number of requisitions which received first round of resumes for review within four (4) business days/ total number of requisitions.</p>	<p>90.0% or higher</p>
<p>Normal Round 1 Fill Rate</p>	<p>N/A</p>	<p>Measures MSP's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).</p>	<p>Total number of engagements resulting from the first round of resumes / total number of engagements.</p>	<p>80.0% or higher</p>
<p>Urgent Resume Submittal Response Time</p>	<p>Two (2) business days</p>	<p>Measures average response time from release of requirement to the network to Agency Hiring Manager's receipt of first round of screened candidate resumes - an urgent requirement is needed in less than ten (10) business days</p>	<p>Number of URGENT requisitions that received first batch of resumes for review within two (2) business days / total number of URGENT requisitions.</p>	<p>92.0% or higher</p>

Attrition Rate	N/A	Measures Resource turnover due to unplanned situations that are not caused by the Department, not including inadequate performance, death, serious illness, etc. Applicable situations include Resource leaving for another position.	Number of unplanned turnovers from engagements / total number of engagements.	7.0% or lower
Performance Removal*	N/A	Measures Resource turnover due to inadequate Resource performance.	Number of turnovers from engagements (due to inadequate performance) / total number of engagements.	5.0% or lower
Opportunity to the Network*	N/A	Measure of how many resource resumes, provided to the Department after requisition, are from the Provider's Sub-Vendor network.	Total number of resumes provided to the Department from Sub-Vendor resource pools / total number of resumes provided to the Department.	90.0% or higher
Usage of the Network*	N/A	Measure of how many Sub-Vendor resources is selected by the Department.	Number of Sub-Vendor resources selected within period / total number of resources selected within period.	90.0% or higher

*Excludes resources through the Employer of Record Services.

All SLAs will be reviewed quarterly, unless any single SLA fails the target, whereupon monthly review will be implemented.

E. Reports

Service Level Agreement	Frequency*	Description	Distribution List
Reports	Various (see below)	Descriptions for each report listed below	Various (see below)

Candidate ("Burndown") Report	Bi-Weekly	DO number, Candidate roll off dates, Engagement funding balance	Procurement Services: Agreement Administrator, all OIT Managers (time approvers)
Current Provider Report	Monthly - No later than 5 p.m. on 10th	Provider Name, Start Date, End Date, DO end date, DO number, Bill Rate, Agency	Procurement Services: Agreement Administrator, OIT Finance
Rebill Report	Monthly - No later than 5 p.m. on 10th	Rebill Report is to show the hours applied down to the accounting line level AND to break out hours worked on projects, Rebill rates and account codes.	Procurement Services: Agreement Administrator, OIT Finance
Service Level Agreement	Frequency*	Description	Distribution List
Intern Resource Report	Monthly - No later than 5 p.m. on 10th	Intern Resource names, DO burndown, engagement end date vs. DO end date, Bill rates,	Procurement Services: Agreement Administrator, OIT Finance
Status Reports	Weekly	Week date, Number of active Providers, Number of recruitments in process, Number of Providers ended	Procurement Services: Agreement Administrator, OIT Finance, OIT Security
Background Check	Monthly - No later than 5 p.m. on 10th	Provider Name, Background check results, Date completed	Procurement Services: Agreement Administrator
H-1B Visa Report	Monthly - No later than 5 p.m. on 10th	DO number, Candidate name, manager, current project, expected project end date, H-1B Visa end date, Notes/Status (if any)	Procurement Services: Agreement Administrator
Additional reports may be requested by the Department	ad hoc basis or frequency as requested by the Department	As needed	As needed

RIDER B-IT: METHOD OF PAYMENT AND OTHER PROVISIONS

1. **INVOICES AND PAYMENTS.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:

- A. Advantage Contract numbers for this contract
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's Agreement Administrator.
2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
 3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
 4. **DEPARTMENT'S REPRESENTATIVE.** The Agreement Administrator shall be the Department's representative during the period of this Contract. The Agreement Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
 5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties

and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Contract, or any portion thereof, or of its right, title, or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, or sexual orientation, or gender identity.

- C. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is

furnished with labor for the performance of this Contract, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual, as well as any lawsuit regarding alleged discriminatory practice.
 - E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
 - F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.
11. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT.

- A. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Contract, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Contract, and for a period of five (5) years following termination or expiration of the Contract. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the Contract have been resolved.
- B. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Contract for a period of five (5) years from the date of termination of this Contract.
- C. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
- D. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Contract period. During the five-year post-Contract period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
- E. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Contract which have been disallowed in the audit exception.
- F. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

G. **ACCESS TO PUBLIC RECORDS** - As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. **TERMINATION.** The performance of work under this Contract may be terminated by the Department, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination, a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. **GOVERNMENTAL REQUIREMENTS.** The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

15. **GOVERNING LAW.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. **STATE HELD HARMLESS.** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Contract; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.
17. **NOTICE OF CLAIMS.** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract , or which may affect the performance of duties under this Contract , and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract , or which may affect the performance of duties under this Contract .
18. **APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.
19. **INSURANCE REQUIREMENTS.** The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Contract, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Contract, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.
- A. **Minimum Coverage**
- i. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:
- a. All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - b. Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;
 - c. Data breach expenses, in an amount not less than (see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information

records) \$1,000,000.00, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

- C.1) Consumer notification, whether or not required by law;
- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider’s technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: *Personally Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother’s maiden name, driver’s license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6). The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Contract.*

Number of PII Records	Insurance per Occurrence
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

- ii. Workers’ Compensation and employer’s liability, as required by law;
- iii. Property (including contents coverage for all records maintained pursuant to this Contract): \$1,000,000 per occurrence;
- iv. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
- v. Crime, in an amount not less than \$ 500,000.00 (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
- vi. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.

B. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.

- ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
- iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
- v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

20. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

21. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision, or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider B-IT Payment and Other Provisions
- Rider A Specifications of Work to Be Performed
- Rider D Participating Addendum with NASPO
- Rider E Master Agreement with Lead State: Connecticut
- Rider G Debarment, Performance, and Non-Collusion Certification
- Rider H Identification of Country in which contracted work will be performed
- ATTACHMENT A: Confidentiality and Non-Disclosure Agreement
- ATTACHMENT B: Business Associate Agreement included at Department's Discretion
- ATTACHMENT C: Rates Card

Notice: No terms on provider's invoices, ordering documents, website, browse-wrap, shrink-wrap, click-wrap, click-through or other non-negotiated terms and conditions provided with any of the contract activities will constitute a part or amendment of this contract or is binding on the

State for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the State, even if access to or use of the contract activities requires affirmative acceptance of such terms and conditions.

23. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
24. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract, up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
25. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
26. **AMENDMENT.** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
27. **DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

- i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
- ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. **STATE PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, ([Title 5 M.R.S., §2030-A](#)).

30. **CONFIDENTIALITY.**

A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., “confidential information” means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.

C. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.

D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).

31. **TARIFFS**. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

32. **LIMITATION OF LIABILITY**. The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Contract, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Contract, up to a maximum of \$25,000,000, but not less than \$400,000.

For instance, if this Contract is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Contract is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

33. **INTERPRETATION OF THE CONTRACT**.

A. **Reliance on Policy Determinations** - The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Contract, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Contract, or in any Contract,

determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

B. Titles Not Controlling - Titles of sections and paragraphs used in this Contract are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

C. No Rule of Construction - This is a negotiated Contract and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

34. **PERIOD OF WORK.** Work under this Contract shall begin no sooner than the date on which this Contract has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Contract shall expire on the date set out on the first page of this Contract, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Contract, including performance of any warranty and/or maintenance Contracts, whichever is the later date.

35. **NOTICES.** All notices under this Contract shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

36. **ADVERTISING AND PUBLICATIONS.** The Provider shall not publish any statement, news release, or advertisement pertaining to this Contract without the prior written approval of the Agreement Administrator. Should this Contract be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

37. **LOBBYING.**

A. Public Funds - No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any Contract; the making of any grant; the entering into of any cooperative Contract; or the extension, continuation, renewal, amendment, or modification of any Contract, grant, or cooperative Contract. Signing this Contract fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

B. Federal Certification - Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative Contracts) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

C. Other Funds - If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

38. PROVIDER PERSONNEL.

A. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Contract. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

B. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Contract. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

C. During the course of this Contract, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

D. In signing this Contract, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Contract, including any Subcontractors, including persons or corporations who have critical influence on or control over this Contract, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

E. During the course of this Contract, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Contract.

39. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS.

A. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Contract do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

B. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

40. **PRODUCT WARRANTY.** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

41. **COVER.** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

42. OWNERSHIP.

A. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Contract are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Contract, or equipment and products purchased pursuant to this Contract. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.

B. Upon termination of this Contract for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

43. **CUSTOM SOFTWARE.** For all custom software furnished by the Provider as part of this Contract, the following terms and conditions shall apply:

A. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Contract.

B. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

44. **OFF-THE-SHELF (OTS) SOFTWARE.** For all OTS software purchased by the Provider as part of this Contract, the following terms and conditions shall apply.

A. This Contract grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license Contract accompanies the OTS software, then the terms of that separate license Contract supersede the above license granted for that OTS software.

B. This Contract does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Contract, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

C. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

45. **SOFTWARE AS SERVICE.** When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:
- A. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.
 - B. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:
 - i. The Provider has failed to carry out its obligations set forth in this Contract; or
 - ii. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or
 - iii. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or
 - iv. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or
 - v. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.
 - C. The Provider is responsible for all fees to be paid to the Escrow Agent.
 - D. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

46. **THIS ITEM IS INTENTIONALLY LEFT BLANK**

RIDER D: PARTICIPATING ADDENDUM with NASPO



Participating Addendum Number 22PSX0086AB for IT Managed Service Providers between State of Maine and Guidesoft dba Knowledge Services

This Participating Addendum is entered into by State of Maine (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0086AB , executed by Contractor and the State of Connecticut (“Lead State”) for IT Managed Service Providers (“Master Agreement”):

Guidesoft, inc. dba Knowledge Services (“Contractor”)
9800 Crosspoint Boulevard
Indianapolis, IN 46256

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Bill Evans
Senior Vice President
Bille@knowledgeservices.com
317-806-6197

Participating Entity’s contact for this Participating Addendum is:

Nancy Tan
Acting Deputy CPO
Nancy.Tan@Maine.gov
1-207-816-1416

- II. **TERM.** This Participating Addendum is effective as of the date of the last signature below or 4/1/2026, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. **PARTICIPATION AND USAGE.** 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. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws: State of Maine.
- V. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
 - a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.



**Participating Addendum Number 22PSX0086AB for
IT Managed Service Providers**

Between **State of Maine** and
Guidesoft Inc. dba Knowledge Services

- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**
- VIII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. **INFORMATION TECHNOLOGY STANDARDS.**
- X. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Bill Evans
Senior Vice President
[Bille@knowledgeservices.com](mailto:BillE@knowledgeservices.com)
317-806-6197

For Participating Entity:

Nancy Tan
Acting Deputy CPO
Nancy.Tan@Maine.gov
1-207-816-1416

- XI. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.



**Participating Addendum Number 22PSX0086AB for
IT Managed Service Providers**

Between **State of Maine** and
Guidesoft Inc. dba Knowledge Services

SIGNATURE

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

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

CONTRACTOR:

PARTICIPATING ENTITY:

Signature

Signature

Bill Evans

Printed Name

Nancy Tan

Printed Name

Senior Vice President

Title

IT Procurement Director

Title

Date

Date

RIDER E: MASTER AGREEMENT WITH LEAD STATE



**Master Agreement Number:
22PSX0086AB**

IT Managed Service Providers

State of Connecticut

AND

**Guidesoft, Inc. dba
Knowledge Services**

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

The Contractor and the State agree as follows:

1. Definitions

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

a. Administrator

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

b. Business Day

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

c. Claims

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

d. Confidential Information

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

e. Confidential Information Breach

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

f. Contractor IP

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

g. Contractor Parties

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

h. Corrective Action Plan, or CAP

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

i. Deliverable

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

j. Deliverables Document

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

k. Force Majeure Event

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

l. Goods

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

without material harm to the things.

m. Goods or Services

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

n. Lead State

The State of Connecticut, acting by the DAS.

o. NASPO ValuePoint:

A division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) limited liability company through which NASPO will administer the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

p. Participating Addendum (“PA”)

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements, such as ordering procedures specific to the Participating Entity and entity-specific terms and conditions.

q. Participating Entity

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

r. Participating State

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

s. Perform

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

t. Price Schedule

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

u. Purchase Order

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

v. Purchasing Entity

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

w. Purchasing Entity Data

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

x. Records

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

y. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

z. Services

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

aa. Service Level Agreement (“SLA”)

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

bb. Site

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

cc. Solicitation

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

stated in Exhibit A, Deliverables Document.

dd. Solicitation Response

A submittal in response to a Solicitation.

ee. Specifications

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

ff. Statement of Work ("SOW")

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

gg. Term

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

hh. Termination

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

ii. Title

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

jj. User

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

2. Term of Master Agreement; Master Agreement Extension

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

3. Deliverables

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

- b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.
- e. PARTICIPATION AND PAYMENTS:

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

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

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

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

4. Payments and Credits

- a. The Purchasing Entity shall pay for Deliverables only upon acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.
- b. The Purchasing Entity shall pay Contractor upon acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.
- d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.
- e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 10.

5. Order and Delivery

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

6. Purchase Orders

- a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.
- b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.
- e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

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

8. Waiver

- a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.
- b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Data: Access and Ownership

- a. Access to Master Agreement and State Data

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

- b. Ownership of Data

- 1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.
- 2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

acceptable to the Purchasing Entity.

3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

10. Change Order Within Scope

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

11. Working and Labor Synergies

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

12. Contractor Guaranties

- a. Contractor shall:
 1. Perform fully under this Contract;
 2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;
 6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

13. Sales and Use Report

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

14. Breach

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

- c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies Contractor in writing prior to the date that the payment would have been due.
- d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.
- f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

15. Termination

State of Connecticut

Master Agreement #: 22PSX0086AB

IT Managed Service Providers

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

16. Continued Performance

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

17. Open Market Purchases

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

18. Setoff

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

19. Cross-Default

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

20. Sovereign Immunity

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

21. Representations and Warranties

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

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee,

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Master Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

22. Further Assurances

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

23. Advertising

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

24. Contractor Changes

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

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

25. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.
- b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

26. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.
- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.
- d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

27. Security and/or Property Entrance Policies and Procedures

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

28. Disclosure of Contractor Parties Litigation

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

29. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

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

30. Confidentiality; Non-Disclosure

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

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

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

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

32. General Assembly Access to Records

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

33. Profiting from Public Records

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

34. Application of FOIA to Public Records Provided to Contractor

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

35. Ownership Rights and Integrity of Public Records

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

36. Nondisclosure of Public Records

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

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

- a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.
- c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

38. Audit Requirements for Recipients of State Financial Assistance

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

39. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.
- c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

Acts giving rise to the Claims or both.

- e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement..
- f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

40. Forum and Choice of Law

- a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

41. Assignment

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

42. Americans with Disabilities Act

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

43. Executive Orders and Other Enactments

- a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.
- b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.
- c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

44. Whistleblower Provision

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

45. Summary of State Ethics Laws

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

46. Force Majeure

- a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

47. Notice

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

If to DAS:

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

Attention: 22PSX0086AB/Alison Monroe

If to the Contractor:
GuideSoft, Inc. dba Knowledge Services

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

Legal Department
9800 Crosspoint Boulevard
Indianapolis, IN 46256

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

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

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

48. Headings

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

49. Number and Gender

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

50. Amendments, Supremacy, Entirety of Master Agreement

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

51. Severability

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

52. Risk of Loss and Insurance

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

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

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

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

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

a. Commercial General Liability

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

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

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

d. Excess / Umbrella Liability

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

e. Information Security Privacy

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

f. Professional Liability

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

53. Chief Information Officer Approval of Subcontractors

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

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

55. Large State Contract Representation for Contractor

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

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

57. Consulting Agreements Representation

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

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are:

Description of services provided:

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

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

State of Connecticut
Master Agreement #: 22PSX0086AB
IT Managed Service Providers

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

GUIDESOFT, INC. DBA KNOWLEDGE SERVICES (CONTRACTOR)

BY: _____

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

Name:

Title:
Duly Authorized

Date: 10/26/2023

**STATE OF CONNECTICUT
Department of Administrative Services**

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

BY:

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

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 10/27/2023

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

I. Description of Services

A. Definitions

1. Annual Volume-Based Rebate
The product of the Annual Volume-Based Rebate tier percentage in Exhibit B, Price Schedule and the Participating Entity's total annual spend.
2. Contingent Worker
An individual doing temporary work under a SOW or Purchase Order.
3. Hourly Bill Rate
A figure equivalent to the NTE Fully Burdened Hourly Base Rate plus the MSP Service Fee and, if applicable, the VMS Service Fee.
4. Maximum Key Performer Premium
The product of the Maximum Key Performer Premium percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, for a Contingent Worker meeting or exceeding the key Performance criteria requirements, as set forth in Exhibit F.
5. MSP Service Fee
The product of the fixed percentage identified in Exhibit B Price Schedule and the NTE fully burdened hourly base rate, also identified in Exhibit B Price Schedule, as compensation to the MSP for management of the supply pool of Contingent Workers. The Contractor's expenses and associated profits shall not be made a part of the MSP service fee.
6. NTE Fully Burdened Hourly Base Rate
The hourly rate paid to the Contingent Worker including but not limited to, all salary, overhead costs, general and administrative expenses, and profit.
7. Prompt Payment Discount
The payment made to a Purchasing Entity as a rebate check after receipt of prompt payment in accordance with the prompt payment discount percentage in Exhibit B Price Schedule.
8. Services
All work associated with the management, recruitment, and onboarding of the supply pool of Staffing Resource Providers, including the provision of reports, assistance, and guidance to the Lead State, Participating Entity, or Purchasing Entity.
9. SOW-Based Fixed Fee
The fixed fee for a SOW-based project paid in accordance with Section II(C), Pricing Structure, below.
10. Staffing Resource Provider
Contractor's subcontractor or partner, which at a minimum will be responsible for placing Contingent Workers and handling the corresponding administrative processes, including the coordination of payment to Contingent Workers.

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

11. Vendor Management System (“VMS”)

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

12. VMS Service Fee

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

B. MSP Requirements

1. MSP shall provide Services for staff augmentation (hourly-based) and SOW (Deliverable-based) projects. Services shall include, without limitation:
 - i. Management of a Contingent Worker network to provide staffing to support each Purchasing Entity, including related time keeping and reporting activities.
 - ii. Management of Contingent Worker sourcing while ensuring all rates do not exceed the NTE Fully Burdened Hourly Base Rates in Exhibit B Price Schedule.
 - iii. Ongoing administration to support MSP Services.
 - iv. Offering a VMS to automate and support staffing in accordance with Section I(D), VMS Requirements.
 - v. Collaboration and adherence to requirements in Section I(C), Non-VMS MSP Process if any Purchasing Entity declines to use VMS.
 - vi. When applicable, partner with a Purchasing Entity to collaborate and align its MSP Services with third party VMS solution to facilitate VMS activities on behalf of the Purchasing Entity.
 - vii. Reporting and on-going support activities as required in Exhibit C Service Level Agreement.
 - viii. Identifying ongoing opportunities for additional savings throughout the Term.
 - ix. Processing Purchasing Entity requisitions.

2. Contractor shall provide an account manager to interact with Purchasing Entity. Such account manager shall be familiar with this Master Agreement and be prepared to handle all service issues and billing inquiries as instructed by the Purchasing Entity. The account manager shall be available on Business Days between 7 a.m. and 5 p.m. Eastern Standard Time (“EST”). The account manager shall:
 - i. Monitor the assignment of tasks to Contingent Workers.
 - ii. Track performance and progress of the Contingent Workers to completion of the assigned projects and notify the Purchasing Entity of the degree of likelihood that a project will not be completed.
 - iii. Monitor the quality of services delivered.
 - iv. Address any personnel issues that arise relating to the Contingent Workers.

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

- v. Sign-off on all completed work as evidence of a warranty that Contractor Performed fully and submit an invoice to the Purchasing Entity in accordance with the SOW.
- vi. Provide all documentation required by Purchasing Entity to substantiate invoice amounts submitted.

C. VMS Requirements

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

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

D. NON-VMS MSP Process

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

E. Staff Augmentation (Hourly-Based)

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

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

- i. Purchasing Entity may request Contingent Worker(s) through requisition.
- ii. Contractor shall provide at least three (3) screened, qualified Contingent Worker resumes to Purchasing Entity within three (3) Business Days of receipt of the request.
- iii. Purchasing Entity may conduct skills assessments via phone interviews, face-to-face interviews, capabilities test, etc. with the Contingent Worker(s) they choose from the resumes provided by Contractor.
- iv. If the Purchasing Entity determines a Contingent Worker does not meet the skill requirement of the position after a skills assessment, the Purchasing Entity may reject the Contingent Worker and request additional resumes for review and consideration.
 - a. If after additional resumes are provided, none meet the requirements as stated in the request and clarified in the re-order process, Purchasing Entity shall notify Contractor and the Participating Entity's contract coordinator.
- v. Once the Contingent Worker is selected, Purchasing Entity shall issue a Purchase Order to Contractor.
- vi. Contractor shall manage all necessary preparation and on-boarding processes, including background checks, prior to placement at no additional cost to Purchasing Entity.
- vii. Contractor shall complete time reporting, invoicing, Staffing Resource Provider payment, off-boarding, customer satisfaction surveys, and Contingent Worker replacement.
- viii. Purchasing Entity shall direct the Contingent Worker's duties, responsibilities, and work.
 - a. If a Contingent Worker begins work for Purchasing Entity and the Purchasing Entity determines within the first five (5) Business Days that the Contingent Worker does not have the skills or capabilities necessary to complete the job as requested in the original requisition, Purchasing Entity may request that the Contingent Worker be replaced immediately, and Purchasing Entity shall not pay for the work conducted by that Contingent Worker. The replacement Contingent Worker shall be provided to Purchasing Entity at no charge for the first (5) five Business Days of work.

F. SOW (Deliverable-Based)

1. Contractor shall:
 - i. Provide Contingent Workers in accordance with Purchasing Entity SOW. The SOW (Deliverable-based) process will provide access to milestone and fixed-price Deliverable-based work.
 - ii. Upon Purchasing Entity request, assist with the preparation of a SOW defining the requirements, Deliverables, and milestones of the effort.

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

2. Process:

- i. The following is the anticipated SOW (Deliverable-based) process. Participating Entity or Purchasing Entity may outline a different SOW (Deliverable-based) process or establish different requirements in a PA, including a SOW (Deliverable-based) project monetary cap. Exhibit E Sample SOW is included for convenience purposes and may be used by the Purchasing Entity as needed.
 - a. Purchasing Entity will submit in writing a SOW to Contractor via the VMS or otherwise electronically.
 - b. For all SOWs, Contractor shall deliver either a minimum of three (3) project quotes from the Contingent Worker network, or written justification that the Contingent Worker network is unable to deliver a project quote. Written justification must state the reason for the non-submission, which may include, but is not limited to, lack of available qualified resources during the anticipated project timeframe. Contractor shall deliver all received project quotes within twenty-four (24) hours of the established SOW deadline.

Purchasing Entity shall be the sole determinant as to whether the written justification provided for non-submission is sufficient and may request the Contractor to provide additional written justification.
 - c. Purchasing Entity will receive proposed Contingent Workers for work under the SOW from the Contractor.
 - d. The Purchasing Entity may interview the proposed Contingent Workers. The Purchasing Entity may negotiate with the Contractor for the assignment of the best Contingent Worker(s) for the SOW.
 - e. Contractor shall receive Purchase Order(s) from the Purchasing Entity, and simultaneously, Contractor shall finalize the agreement with the selected Contingent Worker.
 - f. Payments shall be based on acceptance of Deliverables and project milestones.
 - g. Contractor shall track timing and Deliverables, ensuring change orders are created to reflect any change in project scope and timeline.

3. SOW Requirements:

- i. The SOW will describe the Purchasing Entity's requirements, Deliverables, and as applicable, expected outcome(s) and timeframe(s) for Performance and reports, project milestone schedule, summaries, recommendations, and diagrams required by the Purchasing Entity. The SOW will include but not be limited to, the following:
 - a. Required Contingent Worker qualifications, experience, education, and technology knowledge.
 - b. Purchasing Entity identified Deliverables, Services, and requirements to be Performed.
 - c. Associated timeline or implementation for the Deliverables to be Performed.
 - d. Purchasing Entity requirements for fingerprint-supported criminal history

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- background checks, and other background checks, as applicable.
- e. The hours of work, the Site, the schedule, and the project administrator.
 - f. If the Contingent Worker will have access to Confidential Information and any process requirements associated with Confidential Information.
 - g. Purchasing Entity requirements for documentation and reporting requirements (e.g., reports, manuals, analysis, or other documentation as identified by the Purchasing Entity).
 - h. Applicable technical standards required by the Purchasing Entity.
 - i. Purchasing Entity's policies and procedures.
 - j. Evaluation, testing, and acceptance requirements.
 - k. Cost of the Deliverables in accordance with Exhibit B Price Schedule and a payment schedule for same.
 - l. Position Title and name of Contingent Workers Performing under the SOW.
 - m. Support and maintenance obligations, if required by the Purchasing Entity.
 - n. Key performer criteria worksheet or equivalent attached, when applicable.
- ii. Deliverable-based work may include the following project phases:
 - a. Project initiation and planning.
 - b. Project development.
 - c. Project implementation.
 - d. Marketing and advertising.
 - e. Outreach.
 - f. Training and knowledge transfer.
 - g. Documentation.
 - h. Project closeout, to include post implementation support.
4. Project Quote:
- i. Contractor shall provide project quote(s) with the following included:
 - a. A high-level overview of how Contingent Worker (1) meets the SOW requirements and (2) can provide the Deliverables requested in the SOW.
 - b. A project work plan that accomplishes the project within the Purchasing Entity's specified timeframe, detailing all tasks to be performed. This work plan shall include a complete staffing and onboarding plan, showing Contingent Worker certifications along with indications of any and all Purchasing Entity personnel effort required to complete the project.
 - 1) The same Contingent Worker may be simultaneously engaged to

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

perform services under multiple project SOWs.

- 2) Contractor shall ensure Contingent Worker meets all requirements in accordance with Section I(G), Minimum Qualifications of Positions below and Exhibit B, Price Schedule.
 - c. Any assumptions on which the project quote is based cannot conflict with or seek to delete the terms and provisions of this Master Agreement. In the event of a conflict, the Master Agreement shall prevail. Contractor shall not include its own terms and conditions as a part of any project quote.
 - d. A firm, fixed total price that covers all costs, including, but not limited to, manpower, administrative fees, and travel, to accomplish the project. This total price must be the maximum amount of compensation that can be paid to Contractor under the SOW. The total price and associated cost item(s) must meet the following:
 - 1) The cost item(s) submitted must correspond exactly to the cost item(s) format included in the SOW.
 - 2) Contractor must enter costs for all requested cost item(s). Contractor must not leave a cost item blank. Contractor must enter zero if Contractor does not intend to charge Purchasing Entity for a listed cost item.
 - 3) The total price must be less than any monetary cap established in the applicable PA or the SOW.
 - e. Other information as required by the SOW.
5. Project Quote Evaluation:
- i. Purchasing Entity will review the submitted project quotes, comparing each project quote to the SOW requirements.
 - ii. Purchasing Entity may request written clarification of the project quote during the review process.
 - iii. Purchasing Entity may choose the Contingent Worker through the VMS or via the agreed upon non-VMS process.
 - iv. A project quote that is untimely or fails to contain all elements set forth in this Master Agreement may, in the sole discretion of the Purchasing Entity, be deemed non-compliant.
 - v. Purchasing Entity may cancel the SOW if no project quotes meeting the SOW requirements are received.
6. Purchase Order Instructions:
- i. Purchasing Entity may issue a Purchase Order once Purchasing Entity identifies the most advantageous project quote, based on its review of the specifications, requirements, pricing, and timelines.

G. Minimum Qualifications of Positions

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

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- i. Knowledge, skill set, education, experience, and qualifications for the position title.
 - ii. Proficiency in Microsoft Office Suite, to include but not be limited to, Microsoft Word, Excel, PowerPoint, and Outlook.
 - iii. Effective oral and written communication skills.
 - iv. Effective interpersonal skills.
 - v. Ability to work independently or in a team environment.
 - vi. A high degree of professionalism in the production of Deliverables and in interactions with fellow employees and Purchasing Entity's personnel.
2. Contractor's staffing resources shall include qualifications of the available individual who meet at a minimum, the Purchasing Entity's requested requirements for the position title and SOW.
 3. The lowest hourly rate for the position title and commensurate level of expertise, experience, and education within the job position description must be considered first.
 4. The requesting Purchasing Entity shall make the final decision for each contingent service request based on the factors deemed appropriate by the Purchasing Entity, including the SOW, resumes submitted, and cost.
 5. Contractor shall ensure that Contingent Workers have the necessary qualifications to Perform the services set forth in the job posting, position title, and SOW.
 6. Contractor shall ensure that all information provided by Staffing Resource Providers and Contingent Workers in connection with Contractor's consideration of a proposed Contingent Worker and providing services to Purchasing Entity, including but not limited to, previous employers, educational records, references, and background check results is true and accurate.

H. Rebates, Discounts, and Maximum Key Performer Premium

1. Annual Volume-Based Rebate.

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

2. Prompt Payment Discount.

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

3. Maximum Key Performer Premium.

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

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

I. Replacement of Contingent Worker

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

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

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

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

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

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

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

II. Additional Terms and Conditions

A. Background Check Requirements

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

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

4. Contractor shall maintain a record of current background checks as well as United States (“U.S.”) Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Service supporting each Contingent Workers authorization for employment in the U.S. The Lead State, Participating Entity and Purchasing Entity shall have the right to audit these documents.
5. A Purchasing Entity may require Contractor to complete additional background checks consisting of two (2) years of the background checks below, in addition to any other checks that the Purchasing Entity may require. All additional testing shall be at the Contractor’s expense. Contractor shall cooperate fully as requested by Purchasing Entity in connection with such background checks or testing.
 - i. Educational verification: Telephone contact or written verification ensuring that the candidate possesses all educational credentials on application and resume.
 - ii. License verification: Confirmation that the candidate possesses all licenses listed on application and resume, or otherwise necessary for position, and determination of the disposition of any proceedings against a license.
 - iii. Tax payment check: Verification that a candidate is current in payment of state and federal taxes.
 - iv. Criminal history check: Criminal records check in jurisdictions where the candidate has lived and worked to determine any criminal history.
 - v. Sex Offender Registry: Criminal Justice Institute’s Sex and Violent Offender Directory database check to determine if candidate has ever been convicted of certain sex and violent crimes.
 - vi. Court records check: Civil and criminal court records check in jurisdictions where the candidate has lived and worked to determine any criminal history or civil judgments.
 - vii. Federal Criminal History Records Information (“CHRI”) check: Nationwide criminal history database check.
 - viii. Additional verification or testing as may be required related to pandemic situations such as Coronavirus disease.
 - ix. Additional verification, checks or testing as may be required by the Purchasing Entity.

B. Delivery

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

C. Pricing Structure

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

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

8. SOW (Deliverable-Based) Pricing.

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

- i. Option 1 - Firm Fixed Price. A firm fixed price method sets a flat fee for all Services to be performed and is not subject to any price adjustment(s). Each Deliverable must be identified by line item and the cost specified in the SOW.
- ii. Option 2 - Firm Fixed Price with Incentive. A firm fixed price with incentive is the same pricing method as the firm fixed price in Option 1, plus an incentive that if met, results in payment of additional monies to the Contractor. Under this pricing methodology, the firm fixed price will be set forth as described in Option 1 and the SOW will state that a specified, detailed incentive is

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES

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

D. Billing Requirements

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

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

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

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

E. Wages

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

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

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT B
PRICE SCHEDULE

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT C
SERVICE LEVEL AGREEMENT and MAINTENANCE AND SUPPORT

A. Performance Metrics Tracking Report

1. Contractor shall generate and submit to each Participating Entity in the format outlined in Attachment 1 to this Exhibit C, an electronic performance metrics tracking report (“PMTR”) showing transactions with all Purchasing Entities as follows:
 - a. Monthly PMTR for staff augmentation (hourly-based) Services; and
 - b. A PMTR at the conclusion of a project for SOW (deliverable-based) Services.
2. Contractor shall simultaneously input each month’s PMTR into its VMS. Participating Entities shall be granted access to the VMS to review historical PMTRs.
3. Contractor shall generate and email the first PMTR to Participating Entity within forty-five (45) Business Days of the first Purchase Order or SOW issued by a Participating Entity’s Purchasing Entity.
4. Participating Entity shall review the submitted PMTRs throughout the Term and may contact Contractor with any concerns. Reviews must be based on, at minimum, the following:
 - a. Contractor’s ability to meet or exceed the metrics.
 - b. Feedback received from Purchasing Entities regarding Contractor’s Performance.

B. Monthly Scorecard

1. Contractor shall generate and email a monthly scorecard to the Lead State in the format outlined in Attachment 2 to this Exhibit C (“Scorecard”). The Scorecard must include a summary of the PMTRs for all Participating Entities.
2. Contractor shall also input each Scorecard monthly into its VMS. The Lead State shall be granted access to the VMS to review, revise in accordance with B.4 below, and download all Scorecards.
3. Contractor shall submit its first Scorecard within two (2) Business Days after the submittal of the first PMTR to a Participating Entity. The following month and every month during the Term, Contractor shall submit the Scorecard to the Lead State and into Contractor’s VMS by the fifth (5) Business Day of each month.
4. The Lead State may add feedback received from Participating Entities into the Scorecard concerning any aspect relative to Performance.
5. Contractor shall, at Lead State’s request, meet quarterly for discussions. These discussions may focus on current market suggestions for the Lead State’s, Participating Entities’ or Purchasing Entities’ Master Agreement use, participation, assistance, marketing and/or feedback and may include Lead State partners including but not limited to NASPO ValuePoint.

C. PMTR and Scorecard Back Up

State of Connecticut

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT C
SERVICE LEVEL AGREEMENT and MAINTENANCE AND SUPPORT**

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

D. PMTR Service Level Credit Assessment

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

E. VMS On-Going Support

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

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

2. Help Desk: Contractor shall provide a toll-free telephone number and email address which Lead State, Participating Entity and/or Purchasing Entity can use to report technical VMS issues or requests for service. The toll-free telephone number will be a direct contact line to Contractor support or help desk. Contractor help desk shall provide knowledgeable and trained personnel capable of answering and resolving VMS support and technical problems. The help desk personnel shall be able to answer “how to” type questions about the VMS.
3. Contractor shall resolve all VMS issues and requests for service, within twenty-four (24) hours of receipt of the email or telephone request. If more than one request is reported to the Contractor, Participating Entity or Purchasing Entity shall determine the priority of the requests.

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - Overall Performance Metrics Tracking Report ("PMTR")

Participating Entity: **INPUT PARTICIPATING ENTITY**

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

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - PMTR 1

Purchasing Entity: INPUT PURCHASING ENTITY

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

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT C
SERVICE LEVEL AGREEMENT
Attachment 1 - PMTR 1

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

MASTER AGREEMENT #: 22PSX0086AB

EXHIBIT C

SERVICE LEVEL AGREEMENT

Attachment 2 - Scorecard

Contractor Name: GuideSoft, Inc. dba Knowledge Services

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

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT D
NASPO ValuePoint Provisions

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 of the Master Agreement and this Exhibit D are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **Administrative Fees**
 - a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 - b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
3. **NASPO ValuePoint Summary and Detailed Usage Reports**
 - a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 - b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 - c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 - d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT D
NASPO ValuePoint Provisions

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

- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.
4. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**
- a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
 - b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
 - c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
 - d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
 - e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

State of Connecticut

MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT D
NASPO ValuePoint Provisions

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

6. **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
7. **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT E
SAMPLE STATEMENT OF WORK**

STATE OF _____
DEPARTMENT OF _____

STATEMENT OF WORK, pursuant to Master Agreement #22PSX0086AB

1. MASTER AGREEMENT NUMBER & PARTIES

Pursuant to Master Agreement number 22PSX0086AB, the parties to this Statement of Work are as follows:

a. Purchasing Entity: _____

Address:

Point of contact:

b. Contractor: _____

Address:

Point of contact:

2. PROJECT OBJECTIVE

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

3. SCOPE OF WORK

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

b. Services required: details of services.

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

4. TIMELINE/IMPLEMENTATION SCHEDULE

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

5. PRICE SUMMARY

Identify pricing model.

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

ADD AS APPLICABLE:

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

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT E
SAMPLE STATEMENT OF WORK**

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

6. PROJECT TASKS

Identify: Contractor or Purchasing Entity.

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

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

_____ (CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET**

STATE OF _____
DEPARTMENT OF _____

MAXIMUM KEY PERFORMER WORKSHEET, pursuant to Master Agreement #22PSX0086AB

1. MASTER AGREEMENT NUMBER & PARTIES

Pursuant to Master Agreement number 22PSX0086AB, the parties to this worksheet are as follows:

a. Purchasing Entity: _____

Address:

Point of contact:

b. Contractor: _____

Address:

Point of contact:

2. PERFORMANCE RATING

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

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

**MASTER AGREEMENT #: 22PSX0086AB
EXHIBIT F
MAXIMUM KEY PERFORMER WORKSHEET**

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

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

_____(CONTRACTOR)

By: _____

Name:
Title:
Duly Authorized

Date:

STATE OF _____
Department of _____

By: _____

Name:
Title:
Duly Authorized

Date:

SAMPLE

RIDER G: DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this contract:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract;*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this contract had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person also contracting for the same materials, supplies, equipment, or services and this contract is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive contracting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

To the best of my knowledge all information provided, both programmatic and financial, is complete and accurate at the time of signature.

Name:	Title:
Authorized Signature:	Date:

RIDER H: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Indiana and Maine

Other. Please identify country: Enter Country

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

RIDER I: IRS SAFEGUARD CONTRACT LANGUAGE**CONTRACT LANGUAGE FOR GENERAL SERVICES****PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

1. All work will be performed under the supervision of the contractor.
2. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
3. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
4. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
5. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
7. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the

security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

8. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
9. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
10. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
11. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
12. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
13. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
2. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction

by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

3. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
4. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
5. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

ATTACHMENT A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

RFP / CONTRACT #: MA 2601150000000000070

THIS AGREEMENT is hereby executed between the State of Maine (“State”), acting by and through the Maine Office of Information Technology (“OIT”) and [insert Vendor’s legal name] having a principal place of business at [insert Vendor’s legal address] (“Vendor”), in relation to services and/or products to be provided by the vendor pursuant to [MA 2601150000000000070] (“Contract”) as of _____, 20____ (“Effective Date”).

1. Definitions

A. Authorized Person

“Authorized Person” is defined as a person authorized by OIT as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

B. Authorized Use

“Authorized Use” is defined as the use of Confidential Information by the Vendor or Authorized Persons, solely for the purpose of performing the Contract. Disclosure, display, use, duplication, storage or transmittal of Confidential Information, in any form, for any purpose other than that set forth in the Contract, including extrapolation or retention of summary information, data or business processes, even if without specific identifiers, shall be deemed an “unauthorized use.”

C. Confidential Information

“Confidential Information” shall mean any information that OIT or the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information (e.g., OIT, other state agencies, state employees, electronic systems, or third-party contractors) provides to Vendor, or which Vendor obtains, discovers, derives or otherwise becomes aware of as a result of Vendor’s performance of the Contract. It includes any sensitive information that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body. In addition, information concerning OIT’s information technology infrastructure, systems and software and procedures will be considered Confidential Information. It also includes a Vendor’s Service Organization Control audit report (SOC 2 Type 2) when submitted upon request to OIT and labeled as confidential.

Confidential Information shall not include information which the Vendor can clearly demonstrate to OIT’s reasonable satisfaction is:

- (a) information that is previously rightfully known to the Vendor on a non-confidential basis without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or in the public domain; and
- (c) information that is independently developed by Vendor without the use of Confidential Information.

At all times the State shall be the owner of any and all Confidential Information.

D. Services

“Services” is defined as the services to be performed by the Vendor in connection with the operation or management of the Contract.

E. Vendor

“Vendor” is defined to include the Vendor and the Vendor’s respective employees, agents and subcontractors assigned by Vendor and approved by the State to perform obligations under the Contract (all of the foregoing collectively referred to as “Representatives”).

2. Duty to Protect Confidential Information; Reporting Requirements

In consideration for the ability to perform the Services, the Vendor shall hold all Confidential Information in confidence and protect that Confidential Information with the same standard of care required to keep its own similar information confidential. The Vendor must abide by all commercially reasonable administrative, physical, and technical standards for maintaining this information confidential, which must be in accordance with standards established by the National Institute of Standards and Technology (“NIST”). In addition, the Vendor must safeguard all Confidential Information from unauthorized access, loss, theft, destruction, and the like. The Vendor may not, without prior consent from OIT, disclose any Confidential Information to any person for any reason at any time; provided, however it is understood that the Vendor may disclose Confidential Information to its Representatives and its business, financial and legal advisors who require the Confidential Information for the purpose of evaluating or performing the Services on the condition that, prior to such disclosure, the Representatives and advisers have been advised of the confidential and non-public nature of the Confidential Information and are subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Agreement. The Vendor shall be responsible for any breach of this Agreement by any of the Vendor’s Representatives or advisors.

The Vendor shall promptly report any activities by any individual or entity that the Vendor suspects may compromise the availability, integrity, security, or privacy of any Confidential Information. The Vendor shall notify OIT immediately upon becoming aware that Confidential Information is in the possession of, or has been disclosed to, an unauthorized person or entity.

3. Discovery and Notification of Breach of Confidential Information

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of a breach of security or suspected security incident,

intrusion, unauthorized use or disclosure involving Confidential Information, the Vendor shall notify OIT by telephone call (207-624-7700) and email to the OIT information security team (Security.Infrastructure@maine.gov) within the following timeframes:

- A. Upon the discovery of a breach of security or suspected security incident involving Confidential Information in electronic, or any other medium if the information was, or is reasonably believed to have been, acquired by an unauthorized person; or
- B. Within twenty-four (24) hours of the discovery of any suspected security incident, intrusion, unauthorized use or disclosure of Confidential Information in violation of this Agreement, or potential loss of Confidential Information affecting this Agreement.

Notification shall also be provided to the OIT Contract Manager and the OIT Information Security Officer. The Vendor shall provide a written report of all information known at the time. The Vendor shall take:

- A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- B. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

4. Written Report

In addition to the report required above, the Vendor shall provide a written report of the investigation to the OIT Chief Information Security Officer within ten (10) working days of the discovery of the breach of security or suspected security incident, or unauthorized use or disclosure involving Confidential Information. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5. Notification to individuals.

The Vendor shall notify individuals of the breach or unauthorized use or disclosure of Confidential Information when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. Any notification provided must first be approved by the OIT Chief Information Security Officer, who shall approve the time, manner and content of any such notifications prior to their release.

6. Use Restriction

Vendor shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Vendor shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

7. Security Obligations

The Vendor agrees to comply with the following security obligations as well as any other such obligations specified in the contract, including requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, or conveyed to him/her during the course of the Agreement. The Vendor agrees to comply with the following security obligations:

- A. Implement administrative, physical and technical safeguards in accordance with NIST standards that reasonably and appropriately protect the confidentiality, integrity and availability of any Confidential Information that is created, received, maintained, used, possessed, stored, accessed, viewed and/or transmitted on behalf of OIT or through OIT or any agency, instrumentality or political subdivision of the State of Maine Government;
- B. Unless otherwise authorized by OIT, Confidential Information may NOT be stored on personal (non-State) computing or other electronic or mobile storage devices or taken or removed in any form from OIT or the State;
- C. Vendor shall comply with all applicable federal and state laws governing confidentiality and/or privacy of information;
- D. Vendor shall comply with all applicable OIT policies and procedures including but not limited to those that provide for accessing, protecting, and preserving State assets;
- E. Access to any and all Confidential Information will be limited to only those authorized persons who need the Information to perform the services required under the Contract;
- F. Obtain fingerprint-based criminal history record checks for all Vendor's employees, agents and subcontractors when requested by OIT pursuant to federal and state statutory and regulatory directives, at the expense of the Vendor;
- G. Vendor shall instruct all personnel having access to Confidential Information about the confidential nature of the Information, the safeguards required to protect the Information, and the sanctions specified in federal and state law for unauthorized disclosure of said Information; and
- H. Vendor shall use only those access rights granted by OIT.

8. Certification by Vendor of Return of Confidential Information, Electronic Information and Tangible Property

Promptly following the written request of OIT, and immediately upon termination of the Services, the Vendor shall return all Confidential Information stored in any format to OIT, or destroy any Confidential Information that Vendor possesses in a format that cannot be returned. Further, Vendor agrees to submit to OIT on Vendor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State or OIT have been returned, or if necessary, destroyed using the form provided in Appendix A.

9. Termination

Vendor's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by OIT, (b) completion or termination of Vendor's Services, or, (c) termination of Vendor's Contract, whichever occurs first. Vendor's indemnification, confidentiality, and related assurances and obligations hereunder shall survive termination of the Agreement.

10. Compliance

If Vendor breaches or threatens to breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief and specific performance) to prevent such breach and/or to be fully compensated (including litigation costs and reasonable attorney's fees)

for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information. Vendor shall hold OIT harmless from, and indemnify OIT for any claims, losses, expenses and/or damages arising out of the unauthorized disclosure by the Vendor, its Representatives, or third party partners, of Confidential Information or other unauthorized use of the Confidential Information, including but not limited to, paying the State any costs of enforcing this Agreement, securing appropriate corrective action, returning Information furnished hereunder, as well as any other costs reasonably incurred by the State in enforcing the terms of this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The place of this Agreement, its situs and forum, shall be Kennebec County, Maine, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of Maine, and stipulates that the State Courts in Kennebec County shall be the proper venue for all matters. If any provision of the Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

12. Entire Agreement

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives effective as of the Effective Date set forth above.

Guidesoft DbA Knowledge Services Inc.:

Signed by:
By: Katie Belange, General Counsel
87D4EB3BF32A4BE...

Printed: Katie Belange

Title: KS Legal Counsel

4/24/2026
Date: _____

State of Maine /Office of Information Technology:

Signed by:
By: Charles X Rote
03725CD31622492...

Printed: Charlie X Rote

Title: Chief Information Security Officer

Date: 4/24/2026



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY (OIT)

APPENDIX A TO CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION,
ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY VENDOR PURSUANT TO
VENDOR CONFIDENTIALITY & NONDISCLOSURE AGREEMENT DATED _**

Pursuant to the Vendor Confidentiality and Non-Disclosure Agreement between the State of Maine, acting by and through the Office of Information Technology (“OIT”) and _____ (“Vendor”) dated _____, Vendor acknowledges his/her responsibility to return or destroy all Confidential Information upon termination of the Vendor’s services to OIT. This document certifies that all copies of Confidential Information, electronic property and tangible property belonging to the State of Maine or OIT have been returned, or if necessary, destroyed, as described below:

Description of *returned* Confidential Information, electronic information or tangible property:

Description of *destroyed* Confidential Information, electronic information or tangible property:

Vendor Signature

Vendor Name

Date

ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made this ___ day of _____, 20xx (the “Effective Date”) by and between the State of Maine, Department of Health and Human Services (the Covered Entity, hereinafter, the “Department”) and _____ (“Business Associate”), together (the “Parties”); and

WHEREAS, Business Associate may use, disclose, create, receive, maintain or transmit protected health information in a variety of form or formats, including verbal, paper and electronic (together, “PHI”) on behalf of the Department in connection with Business Associate’s performance of its obligations under the following agreement between the parties:

_____ dated _____, 20xx (the “Underlying Agreement”); and

WHEREAS, the Parties intend to ensure the confidentiality, privacy and security of Department’s PHI as required by law, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), and its implementing regulations at 45 CFR Parts 160 and 164 (the Privacy, Security, Breach Notification and Enforcement Rules or “HIPAA Rules”) as updated by the Health Information Technology for Economic and Clinical Care Act (HITECH) enacted under Title XII of the American Recovery and Reinvestment Act of 2009, and its implementing Regulations (together, the “HIPAA and HITECH Rules”); and

WHEREAS, the Parties agree that certain federal and state laws, rules, regulations and accreditation standards also impose confidentiality restrictions that apply to this business relationship, and may include, but are not limited to: 42 CFR 2 et. seq; 5 M.R.S.A. §19203-D; 22 M.R.S.A. §§42, 261, 815, 824, 833, 1494, 1596, 1711-C, 1828, 3173, 3292, 4008, 5328, 7250, 7703, 8754; 10 M.R.S.A 1346 et. seq; 34-B M.R.S.A. §1207; 14-193 C.M.R, Ch. 1, Part A, § IX; and applicable accreditation standards of The Joint Commission or other appropriate accreditation body regarding confidentiality.

NOW THEREFORE, the parties agree as follows:

Specific Definitions for the Purpose of this Agreement:

Breach means the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such PHI. A security or privacy incident that involves PHI is presumed to be a breach requiring notification unless the Department proves, through specific risk analysis steps, that there is a low probability that the PHI was compromised or a) the incident does not involve unsecured PHI, or b) the incident falls into another exception or safe harbor as set forth in the HIPAA and HITECH Rules.

Business Associate is a person or entity that creates, receives, maintains, or transmits PHI on behalf of, or provides services to, a covered entity, as set forth in the HIPAA Rules and other than in the capacity of a workforce member.

Covered Entity is a 1) health plan, (2) health care clearinghouse, or 3) health care provider who electronically transmits any health information in connection with transactions for which HHS has adopted standards. Generally, these electronic transactions concern billing and payment for services or insurance coverage.

Designated Record Set means the billing and medical records about individuals maintained by or for a covered provider: the enrollment, claims adjudication, payment, case, or medical management record systems maintained by or for a health plan; or that are used in whole, or in part, by the covered entity to make decisions about individuals.

Individual means the person who is the subject of the PHI.

Protected Health Information means information that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual and is transmitted or maintained in electronic or any other form or medium.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information [or PHI] or interference with system operation in an information system.

Subcontractor means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private, to whom a business associate has delegated a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the U.S. Department of Health and Human Services ("HHS") in its guidance.

General Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA and HITECH Rules: Data Aggregation, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, and Use.

1. Permitted Uses and Disclosures

- a. Business Associate agrees to use or disclose the PHI authorized by this Agreement only to perform the services of the Underlying Agreement between the Parties, or as required by law.
- b. Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, only where a) the use or disclosure does not violate any law governing the protection of the PHI, including, but not limited to, prohibitions under 42 CFR Part 2 (Part 2 Regulations), and b) the disclosures are required by law or c) Business Associate agrees only to disclose the minimum necessary PHI to accomplish the intended purpose and i) obtains reasonable assurances from the person or entity to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity, and ii) the person or entity agree to immediately notify

STATE OF MAINE | IT MASTER AGREEMENT

Business Associate of any instances of which it is aware that the confidentiality, privacy or security of the information has been actually or potentially breached.

- c. Business Associate may provide data aggregation services relating to the health care operations of the Department, or de-identify the Department's PHI, only when such specific services are permissible under the Underlying Agreement or as otherwise preapproved in writing by the Department.

1. Obligations and Activities of the Business Associate

- a. *Compliance.* Business Associate agrees to comply with the HIPAA and HITECH Rules, and other applicable state or federal law, to ensure the protection of the Department's PHI, and only use and disclose PHI consistent with the Department's minimum necessary policy and the legal requirements of this Agreement. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA or HITECH Rules or other state or federal law if performed by the Department.
- b. *Safeguards.* In complying with the HIPAA and HITECH Rules, Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with any required security or privacy obligations, to protect the confidentiality, integrity and availability of the Department's PHI.
- c. *Reporting.* Business Associate agrees to report to the Department any inappropriate use or disclosure of the Department's PHI of which it becomes aware, i.e., any use or disclosure not permitted in this Agreement or in violation of any legal requirement, including actual and suspected breaches of unsecured PHI, and any actual or potential security incident of which it becomes aware. Such report will be made to the Department's Director of Healthcare Privacy or her designee within twenty-four (24) hours of when the Business Associate becomes aware of an actual or suspected incident or breach. In the event that a breach is determined to have occurred under the authority of the Business Associate, Business Associate will cooperate promptly with the Department to provide all specific information required by the Department for mandatory notification purposes.
- d. *Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any third parties, agents or subcontractors (together, "Subcontractors") that use, disclose, create, acquire, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall obtain and maintain a written agreement with each Subcontractor that has or will have access, through Business Associate, to the Department's PHI, ensuring that the Subcontractor agrees to be bound to the same restrictions, terms and conditions that apply to Business Associate under this Agreement.
- e. *Mitigation.* The Business Associate shall exhaust, at its sole expense, all reasonable efforts to mitigate any harmful effect known to the Business Associate arising from the use or disclosure of PHI by Business Associate in violation of the terms of this Agreement.
- f. *Accounting of Disclosures.* To the extent required by the terms of this Agreement, Business Associate will maintain and make available the information and/or documentation required to

STATE OF MAINE | IT MASTER AGREEMENT

provide an accounting of disclosures as necessary to satisfy the Department's obligations under 45 CFR 164.528.

- g. **Access.** In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate will use commercially reasonable efforts to make PHI available in the format requested, and as necessary to satisfy the Department's obligation under 45 C.F.R. 164.524, within 30 days from the time of request. Business Associate will inform the Department of the individual's request within 5 (five) business days of the request.
- h. **Amendment.** In the event that Business Associate creates or maintains PHI in a designated record set, Business Associate agrees to make any amendment(s) to the PHI as directed or agreed to by the Department or take other measures as necessary to satisfy the Department's obligations under 45 CFR 164.526, in such time period and in such manner as the Department may direct.
- i. **Restrictions.** Upon notification from the Department, Business Associate shall adhere to any restrictions on the use or disclosure of PHI agreed to by or required of the Department pursuant to 45 CFR 164.522.
- j. **Audit by the Department or the HHS Secretary.** The Business Associate will make its internal practices, books and records relating to the use or disclosure of PHI received from the Department or used, acquired, maintained, created or received by the Business Associate on behalf of the Department, available to either the Department or the HHS Secretary for the purposes of determining the compliance of either the Department or the Business Associate with the Medicaid Act, and the HIPAA and HITECH Rules, or any other federal, state or accreditation requirement. 45 C.F.R. 164.504.
- k. **Other Obligations:** To the extent that Business Associate is to carry out one or more of the Department's obligations under the HIPAA and HITECH Rules or other federal or state law, Business Associate agrees to comply with the legal requirements that apply to the Department in performing that obligation;

3. Obligations of the Department

- a. The Department shall notify Business Associate of a) any limitation in any applicable Notice of Privacy Practices that would affect the use or disclosure of PHI by the Business Associate and b) any changes, revocations, restrictions, or permissions by an individual to the use and disclosure of his/her PHI to which the Department has agreed, to the extent such restrictions or limitations may affect the performance of Business Associate's services on behalf of the Department.
- b. The Department shall not request that Business Associate use or disclose PHI in any format, and in any manner, that would be prohibited if performed by the Department.

4. Hold Harmless

Business Associate agrees to indemnify and hold harmless the Department, its directors, officers, agents, shareholders, and employees against any and all claims, demands, expenses, liabilities or causes of action that arise from any use or disclosure of PHI not specifically permitted by this Agreement, applicable state or federal laws, licensing, accreditation or other requirements.

5. Term of Agreement

- a. *Term.* This Agreement shall be effective as of the Effective Date and shall terminate at the end of the term of the Underlying Agreement. To the extent that the Underlying Agreement automatically renews, this Agreement shall also automatically renew itself for the same renewal period unless the Department terminates this Agreement for cause as set forth in Section 5(c). Either party may terminate the Agreement consistent with the written notice provision regarding termination in the Underlying Agreement.
- b. *Auto-renewal.* In the event that this Agreement is automatically renewed, the Business Associate agrees to be bound by the terms of this Agreement and laws referenced in this Agreement that are current and in effect at the time of renewal.
- c. *Termination for Cause.* Notwithstanding the foregoing, Business Associate authorizes termination of this Agreement by the Department if the Department determines that Business Associate has violated a material term of the Agreement. The Department shall either, at its sole discretion:
 - i. Provide the Business Associate an opportunity to cure or end the violation within a time frame and upon such conditions as established by the Department; and
 - ii. Immediately terminate this Agreement in the event the Business Associate has either failed to cure in the time frame provided by the Department or if cure is not possible.
- d. *Obligations of the Business Associate upon Termination.* Upon termination of this Agreement for any reason, Business Associate, shall
 - i. Return or destroy all PHI used, created, accessed, acquired, maintained, or received by the Business Associate on behalf of the Department, and retain no copies in any format. Business Associate shall ensure that its Subcontractors do the same.
 - ii. If the Department agrees that Business Associate may destroy all PHI in its possession, Business Associate shall certify such destruction to the Department.
 - iii. If returning or destroying PHI is not feasible, Business Associate agrees to protect the confidentiality of the PHI and retain only that PHI which is necessary for the Business Associate to continue its proper management and administration, or to carry out its legal responsibilities. Business Associate shall not use or disclose the PHI for other than the purpose for which it was retained, and return to the Department, or destroy if approved by the Department, such PHI when no longer required. Furthermore, Business Associate shall continue to use appropriate safeguards and comply with the HIPAA and HITECH Rules, other applicable state and federal law, with respect to PHI in any format for as long as Business Associate retains the PHI.
 - iv. Upon appropriate direction from the Department, Business Associate shall transmit the PHI to another business associate of the Department consistent with all legal and regulatory safeguards delineated in this Agreement.

6. Qualified Service Organization Agreement

To the extent that in performing its services for or on behalf of the Department, Business Associate uses, discloses, maintains or transmits PHI that is protected by the Part 2 Regulations, Business Associate acknowledges that it is a Qualified Service Organization for the purpose of such federal law; acknowledges that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 Regulations; and, if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 Regulations.

7. Survival of Business Associate Obligations

STATE OF MAINE | IT MASTER AGREEMENT

The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement indefinitely.

8. Miscellaneous

- a. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Department to comply with the requirements of the HIPAA and HITECH Rules, and/or other applicable laws or requirements. This Agreement may only be amended in writing, signed by authorized representatives of the Parties.
- b. *Injunction.* The Department and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to the Department. Accordingly, in addition to any other remedies available to the Department, Department shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without bond or other security being required and without the necessity of demonstrating actual damages.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to ensure that the Department is in compliance with the HIPAA and HITECH Rules, or other applicable laws or privacy or security requirements.
- d. *Legal References.* A reference in this Agreement to a section in the HIPAA or HITECH Rules or to other federal or state law, means the section as in effect or as amended.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

Department: _____

Signature: _____

Name: _____

Business Associate: _____

Signature: _____

Name: _____

ATTACHMENT C: Rates Card

POSITION TITLE

Not-to-Exceed

Bill Rate

.Net Developer	\$107.32
Application Developer	\$102.73
Application Support Analyst	\$72.07
Application Systems Analyst / Programmer	\$104.27
Architect	\$137.76
Artificial Intelligence ("AI") Architect	\$114.27
AI Engineer	\$96.60
Big Data Architect	\$136.47
Big Data Engineer	\$98.03
Business Analyst	\$98.04
Business Intelligence Analyst/Developer	\$89.23
Business Intelligence Architect/Developer	\$120.48
Cloud Architect	\$180.87
Cloud Engineer	\$156.76
COBOL Programmer	\$120.58
CRM Architect	\$162.79
Cyber Security Analyst	\$75.64
Cyber/Information Security Engineer	\$119.60
Data Administrator	\$104.27
Data Analyst	\$101.77
Data Architect	\$104.27
Data Center Operation Control	\$79.73

STATE OF MAINE | IT MASTER AGREEMENT

Data Center Operations/Administrator	\$50.60
Data Scientist	\$107.33
Database Administrator	\$97.67
Database Analyst	\$99.67
Database Architect	\$118.61
Desktop Support Technician	\$65.93
Developer	\$107.10
EDI Specialist	\$81.27
Enterprise Architect	\$156.76
Help Desk Analyst	\$55.94
Information Security Analyst	\$123.88
Java Developer	\$110.94
Machine Learning Developer	\$98.13
Mobile applications developer	\$101.20
Mobile Specialist	\$147.66
Network Administrator	\$81.71
Network Engineer	\$105.70
Network Security Administrator	\$81.71
Network Security Architect	\$106.39
Network Security Engineer	\$105.70
Oracle/PeopleSoft DBA	\$115.76
PEGA Lead Business Architect	\$129.00
PeopleSoft Functional Analyst	\$178.46
PeopleSoft Functional SME	\$212.91
Product Manager	\$58.67
Product Specialist	\$82.27
Program Manager	\$148.08
Project Manager	\$132.78

STATE OF MAINE | IT MASTER AGREEMENT

Quality Assurance Analyst	\$67.99
Quality Assurance Engineer	\$79.73
Robotic Process Engineer	\$80.50
RPA Solution Architect/Developer	\$84.33
Salesforce Developer	\$76.67
SAP Specialist	\$64.40
Scrum Master	\$95.83
Security Administrator	\$81.27
Security Analyst	\$104.59
Security Engineer	\$93.53
SharePoint Architect	\$108.87
SharePoint Developer	\$81.27
Solutions Architect	\$111.82
System Administrator	\$61.33
System Engineer	\$102.50
Technical Writer	\$105.02
Tester	\$63.23
UI Developer-Designer	\$98.13
UX Developer	\$95.42
Telecom Administrator	\$50.60
Telecom Engineer	\$88.17
Telecom Technician	\$49.07
Network Technician	\$112.69
Mainframe Systems Programmer	\$115.79
Content Management Administration	\$56.77
Architect (Junior)	\$110.00
Business Analyst (Junior)	\$55.00
Business Analyst (Intermediate)	\$65.00

STATE OF MAINE | IT MASTER AGREEMENT

Business Analyst (Senior)	\$77.00
Business SME1 (Senior)	\$97.20
Business SME2 - Specialty (Specialist)	\$141.47
Client Technologies Specialist (Senior)	\$43.89
Client Technologies Specialist (Specialist)	\$50.50
Configuration Management Specialist	\$72.00
Cyber Security Analyst (Intermediate)	\$49.72
Cyber Security Analyst (Senior)	\$63.21
Data Analyst (Junior)	\$60.00
Data Analyst (Senior)	\$76.00
Data Entry Operator (Junior)	\$22.75
Data Entry Operator (Senior)	\$28.20
Database Administrator (Junior)	\$69.18
Database Administrator (Intermediate)	\$76.11
Database Administrator (Senior)	\$95.00
Enterprise Agile Coach	\$150.00
Functional Architect (Junior)	\$65.00
Functional Architect (Intermediate)	\$76.00
Functional Architect (Senior)	\$90.00
Functional Architect (Specialist)	\$105.00
Functional Architect (Consultant)	\$122.00
Graphic Designer	\$35.35
Help Desk Analyst (Junior)	\$40.83
Help Desk Analyst (Senior)	\$47.00
Portfolio Manager	\$136.19
Product Specialist (Intermediate)	\$52.00
Product Specialist (Senior)	\$63.00
Programmer (Junior)	\$52.00

STATE OF MAINE | IT MASTER AGREEMENT

Programmer (Intermediate)	\$62.00
Programmer (Senior)	\$75.00
Programmer (Specialist)	\$87.00
Project Coordinator	\$45.00
Project Manager (Junior)	\$67.50
Project Manager (Intermediate)	\$88.00
Project Manager (Senior)	\$106.35
Quality Assurance Specialist (Junior)	\$52.51
Quality Assurance Specialist (Senior)	\$67.22
Radio Technician (Junior)	\$31.69
Radio Technician (Senior)	\$37.47
Software Process Engineer (Junior)	\$45.97
Software Process Engineer (Senior)	\$58.51
Software Process Engineer (Specialist)	\$77.93
System Administrator (Junior)	\$58.50
System Administrator (Senior)	\$77.65
System Administrator (Specialist)	\$92.28
System Specialist (Junior)	\$54.24
System Specialist (Senior)	\$66.27
System Specialist (Specialist)	\$83.65
Systems Analyst (Junior)	\$62.00
Systems Analyst (Intermediate)	\$75.00
Systems Analyst (Senior)	\$88.00
Systems Analyst (Specialist)	\$98.00
Team Lead (Senior)	\$78.21
Team Lead (Specialist)	\$94.17
Technical Architecture Specialist (Intermediate)	\$59.74
Technical Architecture Specialist (Senior)	\$77.06

STATE OF MAINE | IT MASTER AGREEMENT

Technical Architecture Specialist (Specialist)	\$90.84
Technical Writer (Junior)	\$50.73
Technical Writer (Senior)	\$58.37
Technical Writer (Specialist)	\$70.29
Telecom Engineer (Junior)	\$43.05
Telecom Engineer (Senior)	\$51.64
Telecom Engineer (Specialist)	\$57.91
Tester (Junior)	\$50.00
Tester (Intermediate)	\$60.00
Tester (Senior)	\$70.00
Voice/Data Engineer (Junior)	\$42.40
Voice/Data Engineer (Senior)	\$51.33
Voice/Data Engineer (Specialist)	\$58.09
Workday Business Analyst	\$124.00
Workday HCM, Payroll, Compensation, Time Tracking, Benefits	\$107.60
Workday Implementation	\$117.00
Workday Lead	\$94.00
Workday Programmer	\$102.30
Workday Tester	\$106.80
Workday Trainer	\$135.00