



NASPO ValuePoint Master Agreement
For
Acquisition Support Services (PASS)

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Hawaii** (Lead State)

Department of Accounting and General Services
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

And

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Master Agreement Number 19-19-16

Table of Contents

- I. NASPO ValuePoint Master Agreement Overview
- II. Definitions
- III. NASPO ValuePoint Program Provisions
- IV. Scope of Work
- V. Administration of Orders
- VI. Labor Categories and Hourly Rates
- VII. General Provisions

Exhibit 1 – Minimum Qualifications for Labor Categories

Exhibit 2 – Labor Rates

Exhibit 3 – Sample NVP Detailed Sales Report

I. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

A. Parties

This Master Agreement is entered into by and between the State of Hawaii, acting by and through the Department of Accounting and General Services, State Procurement Office (hereinafter called the “Lead State”), and Trust Consulting Services, Inc. for the Procurement of Acquisition Support Services (PASS) for the benefit of Participating Entities and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

B. Effective Date

This Master Agreement shall be not be effective or enforceable until the date on which it is approved and signed (hereinafter called the “Effective Date”) by the State of Hawaii Administrator or designee.

C. Master Agreement Order of Precedence

1. Any Order placed under this Master Agreement shall consist of the following documents:
 - a. A Participating Entity’s Participating Addendum (“PA”);
 - b. NASPO ValuePoint Master Agreement Terms & Conditions;
 - c. A Purchase Order issued against the Master Agreement;
 - d. The Scope of Work;
 - e. The Solicitation or, if separately executed after award, the Lead State’s bilateral agreement that integrates applicable provisions;
 - f. Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

D. Term of the Master Agreement

1. **Initial Term.** This Master Agreement has a base period of two (2) years and shall terminate unless it is extended.
2. **Extension Terms.** This Master Agreement may be extended for up to three (3) additional 12-month periods or parts thereof at the Lead State’s discretion, by mutual agreement and upon review of

requirements of Participating Entities, current market conditions, and Contractor performance.

3. **Additional Provisions.** The Master Agreement may be extended pursuant to Hawaii Administrative Rules (HAR) §3-122-3, (a) if a contract has exhausted its provision for extension(s) of time of performance, or if the contract does not include a provision for extension(s) of time of performance, the contract may be extended upon approval of the chief procurement officer, provided: (1) The period of each extension is for one hundred eighty calendar days or less; (2) The procurement officer makes a written determination that it is not practical to award another contract at the time of the expiration of the contract for reasons to include but not limited to the following: (A) A new contract cannot be executed by the time the contract expires; or (B) The need for the good or service is short term.
4. **Amendments.** The terms of this Master Agreement shall be not waived, altered, modified, supplemented or amended in any manner whatsoever without prior approval of the Lead State.

E. Contract Type

This Master Agreement is a Firm-Fixed-Price (FFP) contract based on labor hours under which only FFP task orders can be issued. For work performed by the Contractor's employees and/or Subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates shall apply. The pricing per labor category shall be based on the Contractor's offer submitted in response RFP-18-002-SW.

F. Promotion of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard, know that Contractor will be expected to:

1. Promote the use of the Master Agreement.
2. Integrate each state's procurement officials' (CPO) permission to use the Master Agreement.
3. Acknowledge that Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. Contractor shall have a strategy to promote agreements of this nature.

II. DEFINITIONS

- A. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.
- B. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.
- C. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- D. **HlePRO** means Hawaii Electronic Procurement System.
- E. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- F. **Lead State** means the State centrally administering any resulting Master Agreement(s).
- G. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
- H. **NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- I. **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- J. Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
- K. Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- L. Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.
- M. Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term products, supplies and services; and products and services are used interchangeably in these terms and conditions.
- N. Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- O. Vendor** means the person or entity that has the capability to sell goods or services but have not entered into a formal contract. (See definition of Contractor).

III. NASPO VALUEPOINT PROGRAM PROVISIONS

A. Price and Rate Guarantee Period

1. All labor category rates must be guaranteed for the initial term and additional years of the Master Agreement.
2. Contractor is only authorized to provide services that awarded under this Master Agreement.

B. Participants and Scope

1. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master

Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

2. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
3. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
4. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for

all 50 states, the District of Columbia and the territories of the United States.

5. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
6. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
7. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
8. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section VII. General Provisions, H. Cancellation, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead

State or Contractor to cancel the Master Agreement pursuant to section VII. General Provisions, H. Cancellation or to terminate for default pursuant to section VII General Provisions, J Defaults and Remedies.

9. Contractor agrees, within 30 days of contract award, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part 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.

C. Administrative Fees

1. The 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 shall 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 part of the Contractor's pricing and not a separate line item.
2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

D. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports.

1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
2. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit 3 – SAMPLE NASPO ValuePoint Detailed Sales Report.
3. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
4. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator

and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

E. NASPO ValuePoint Cooperative Program Marketing and Performance Review

1. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to 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 qualifying entities can participate in the Master Agreement.
2. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

F. NASPO ValuePoint eMarket Center

1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
2. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

3. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

G. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

H. Individual Customers

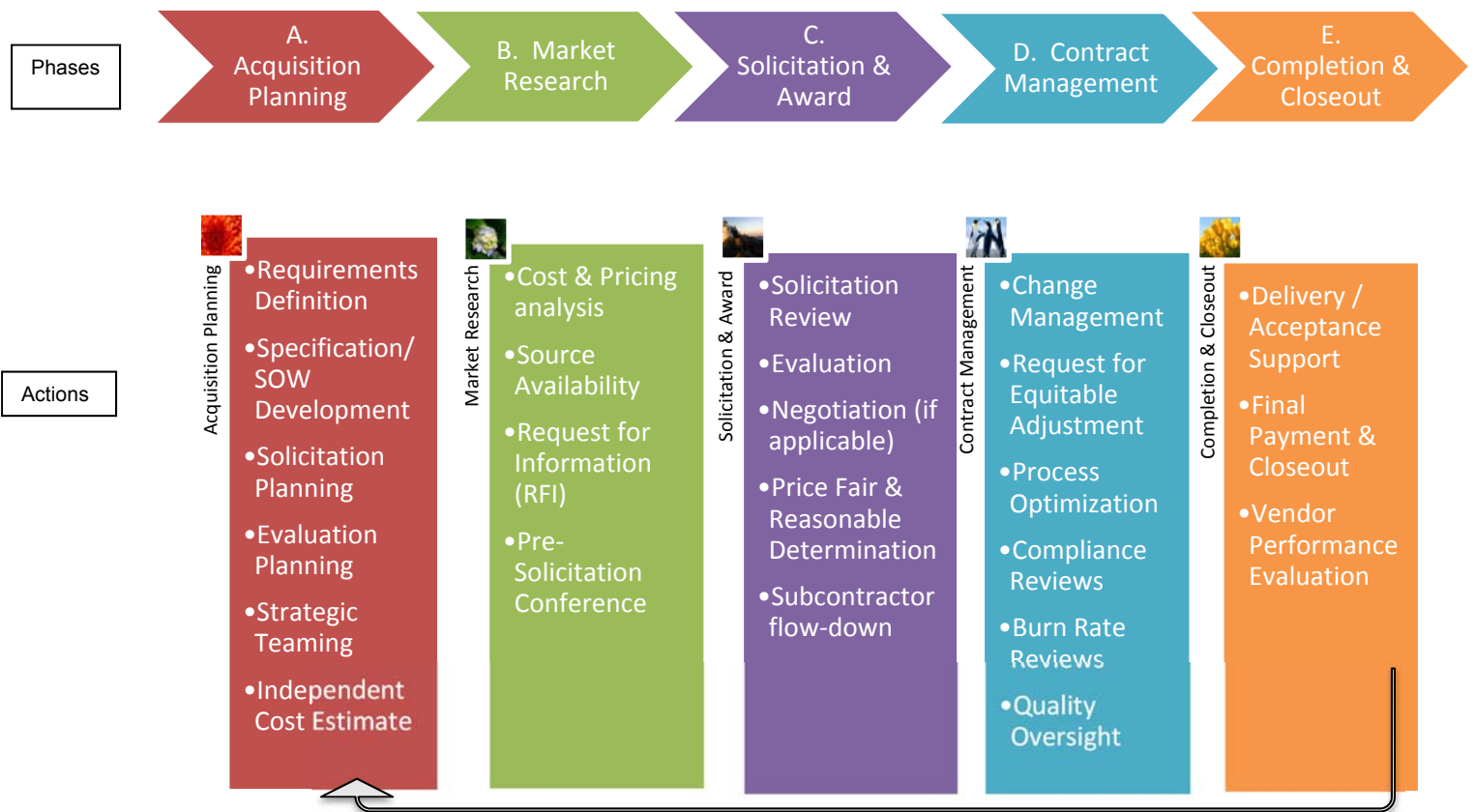
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

IV. SCOPE OF WORK

A. Contractor guarantees a continuing supply of quality services within the scope of work for acquisition support services.

1. The diagram below depicts services that support procurement activities based on a general acquisition lifecycle. Actions indicated within each phase (A. through E.) are examples of when they may be utilized throughout the lifecycle and may be required at any phase.

Acquisition Life Cycle



This contract is intended to supplement the resources needed to assist procurement personnel to obtain the desired goods and/or services. For example, if the agency has the need to procure IT consulting services, the Acquisition Support Services Contractor(s) will assist in writing specifications and/or develop an RFP and/or provide any other acquisition support services that will provide the agency with a resulting contract for such services.

Note: This contract will not include any services related to the procurement of construction.

2. Contractor Responsibility

The Contractor shall be able to provide **all services in all categories** described below. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the needed services as the Prime Contractor.

Outside contractors may be utilized to prepare specifications and work statements in the development of a solicitation. Contractors paid for those services shall be precluded from bidding on or receiving a contract when they participated in any way in the development of the solicitation package or any resulting contract. Therefore, if a Contractor is hired to provide any services through the PASS contract, the Prime Contractor and any of its subcontractors are precluded from bidding or responding to the resulting solicitation.

3. General Requirements

Contractors shall be responsible to meet the general requirements applicable across all categories. These requirements include:

- Customer Service
- Management
- Quality Control
- Personnel/Staffing
- Experience

Contractors are expected to maintain the highest standards of these requirements throughout the life of the contract and must require all Subcontractors to attest to the same standards of service.

4. Service Categories

The following describes the service categories and expected outputs that are within the scope of work of the Master Agreement. These services are actions that may be utilized throughout the acquisition lifecycle and may be required at any phase.

A. Acquisition Planning

Category One – Specifications/Scope of Work Review

After a need is determined, the quality, price and the performance of a product or service depend almost entirely on the purchase description used to communicate the requirement. If a specification was used as a method of describing the requirement, which

mostly happens for services, that specification must be clear and concise. Challenges by potential suppliers, costly delays in completing a project or unnecessary problems further down the line are, in most instances, attributed to an improper, inadequate description of definition or requirements. The additional effort spent at the beginning of the procurement lifecycle increases the probability of full satisfaction in meeting the needs of the end-user, procurement and contract specialist and Contractor/supplier.

This category of services is for the **review and/or assistance in development** of a scope of work (SOW) or specification(s). If not available in-house, the technical specification development by a subject-matter-expert shall be obtained/contracted by the awarded Contractor(s) for this category. Services within this category are as follows:

1. Review Services

Provide recommendation to amend/develop specifications/SOW to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:

- The wording of the scope shall be precise.
- The overall message should be clear and understandable.
- The specification should simplify the process.
- The tolerances should be reasonable.
- The scope/specification should provide a relatively easy process to verify acceptance or rejection.
- The specification should be exact.
- The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
- The specification/SOW should provide some built-in flexibility that is applicable to the industry.

2. Requirement Analysis

Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services or meet the goals that are available in the market at prices that are determined fair and reasonable.

Requirement analysis services shall include review, analysis and recommendation

and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:

- Eliminate a requirement that is not cost effective.
- Improve the quality level without impacting the cost(s).
- Describe requirement(s) of quality standards to increase the service life.
- Achieve total value, i.e. not only initial expense as the award factor.

3. Specification Writing (Technical)

Contractors' support team members shall possess strong communication skills and expertise in needed topics of and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

Contractor(s) shall be able to provide specification writing services for all types of specifications, such as design, specifications, performance specifications, or market grades to name a few.

Contractor shall assist in development and preparation of pre-award Request for Information (RFI), Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Note: State to state may vary on what they call SOW, i.e. statement of work, statement of need, scope of work, etc.

Outputs: SOWs; SOOs; PWSs; and related documents, i.e. restrictive specifications justification.

Category Two – Procurement Strategy/Acquisition Strategy Plan

The procurement team is made up of stakeholders that will participate in developing the procurement strategy plan. Stakeholders are individuals who have an interest in the needed goods or services. These individuals provide a significant contribution to the effort based on their subject matter expertise of the project scope or deliverables. Depending on the complexity of the procurement, support services may be needed to develop the plan. Services within this category are as follows:

1. Procurement Plan Development/Review

Contractor shall provide services to include advice and recommendations for all elements in the plan, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. If not available in-house, the subject-matter-expert(s) shall be obtained/contracted by the awarded

Contractor(s) for this category. The plan should contain the following information:

Acquisition Background

Description of Requirement/Statement of Need
Conditions
Background and Contract History
Contract Type: Unit costs or lump sum
Performance Period
Capability and capacity of Performance
Estimated Schedule
Estimated cost/budget

Plan of Action

Service Description
Potential Sources
Market Research Results/Interested Sources
Acquisition Approach
Competition
Source Selection Procedures
Contracting Considerations or Incentives
Other Considerations

Contract Administration

Surveillance: Monitoring timelines with milestones
Monitoring performance during contract period
Verifying contractor's performance of SOW through
checklist(s)

2. Research/Reports

The Contractor shall research existing Government-wide contracts for available products and services. Contractor shall evaluate different approaches to and sources for acquisition support. Contractor shall research available suppliers and compare the services and costs of obtaining support from difference providers. Information gathered shall be provided in a report form for use the development of a procurement plan.

Contractor shall provide advice and recommendation for all elements in acquisition plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government-wide contracts for available products and services. Evaluate different approaches to and sources for acquisition support. Research available suppliers and compare services and costs of obtaining support from the different providers.

Outputs: Written acquisition/procurement plans.

Category Three – Independent Government Cost Estimate

An Independent Government Cost Estimate (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor. Such Contractor remains confidential and will not be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever. The IGCE is an unbiased realistic cost estimate that reflects a clear understanding of the requirements. IGCEs serve various functions as:

- A projected, anticipated, or probable cost;
- A benchmark for establishing cost/price analysis;
- An analysis of reasonable and required resources to perform the contract; and
- A justification for decisions made throughout the procurement life cycle.

Specifically, IGCEs are used to project and reserve funds for acquisitions, determine if assumptions in a cost proposal are based on the same or similar assumptions, and determine fair and reasonable pricing.

This category of services is for **consultation and/or assistance in the development** of IGCEs. Government agencies do not always have sufficient resources or expertise to conduct these cost estimates on their own and may rely on third party Contractors to generate these reports on their behalf. Contractors providing these services under the resultant cooperative agreement shall be required to sign non-disclosure agreements and may not have a vested interest in the contract for which the Contractor is generating the estimate. Contractor must be unbiased and objective in its approach and methodologies. Services within this category are as follows:

1. Data Collection

Contractor shall collaborate with the agency to gain a thorough understanding of the contract scope of work for which the IGCE is being generated. Contractor shall establish a plan that identifies stakeholders and other resource requirements necessary to generate the IGCE, including a schedule that specifies the start date and delivery date for the final report, and a list of all potential sources of information required to complete the cost estimate.

At a minimum, the Contractor shall request and receive the following information:

- Statement of Work (SOW) and supporting scope documents (solicitations, drawings, plans, etc.)
- Any agency-developed cost estimates or contractor cost proposal and technical approach.
- Basis of Estimate (BOE), including a description of the scope, methodologies, references and defining deliverables, assumptions and exclusions, clarifications, adjustments, and level of uncertainty.

Other documentation or information that is useful in performing an IGCE include, but are not limited to:

- Past purchases of similar products or services
- Market research and knowledge of current economic conditions
- Proposal narrative, including background
- Work Breakdown Structure (WBS) and WBS Dictionary
- Project schedule
- Risk management plan
- Rates for fees or other mark-ups
- Lists of government-furnished property, equipment or services
- Cost estimate back-up documentation such as contracted labor rates and associated mark-ups, subcontracted quotes, specification sheets, purchase orders, and catalog cut sheets

2. Sufficiency Review

Once all requested information has been received, Contractor shall review the information for sufficiency to ensure adequate quantity and quality of data exists to develop an accurate and effective IGCE. The Sufficiency Review serves to:

- Determine all costs involved in performing the contract scope of work, including any direct and indirect costs as well as contractor profits and fees.
- Examine the information to ensure that it meets the technical requirements for its intended purpose.
- Determine whether the information is clearly documented, well organized, and presented at an appropriate level of detail, and that summary documents are traceable to the supporting documentation.
- Look at the depth and breadth of the supporting documents, and data contained therein.

The Sufficiency Review may determine that certain documentation is insufficient for proceeding with the cost estimate. In such instances, Contractor shall notify the agency, provide a list of the documents that are insufficient, and provide reasons for the finding or specific information needed to make the document acceptable.

3. Data Analysis

Data Analysis consists of two components: review and analysis.

The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a thorough review of the SOW, agency-developed cost estimates or contractor-developed cost estimate or proposal, BOE, and any other

sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

Once the IGCE is generated, the estimate must be validated. Contractor shall employ the appropriate cost-validation techniques to test the cost estimate and determine whether it is reasonable and includes all necessary costs. Some commonly-accepted techniques include spot checking and preparing a check estimate. Offerors shall detail in their proposals the cost-validation techniques they utilize to validate cost estimates.

4. Results Reporting

Contractor shall prepare an in-depth IGCE report detailing its findings. The IGCE report prepared by the Contractor shall describe the BOE and provide the agency with recommendations based on the findings to assist in decision-making throughout the procurement life cycle. Contractor may be required to update the IGCE report as the acquisition progresses through the different phases of the procurement life cycle.

Contractor shall provide services that may include but are not limited to research and analysis of past purchases of similar products or services, current market value of the products or services, or other agency purchases of similar products and services.

Outputs: IGCEs.

B. Market Research

Category Four – Market Research

Market Research is a necessary step to identify available sources to meet the needs of any given solicitation. Market research refers to the examination of available sources to find the available sources of supply which may identify critical business requirement. Due to limited resources or timing, agencies may require the assistance of an outside Contractor to provide necessary data to develop a solicitation that will reach the widest distribution possible.

This category of services is for **consultation and/or assistance with market research services**. Services within this category are as follows:

Market Research Services – Contractor shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. Contractor shall provide advice and recommendation for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestone, etc. Research existing Government-wide contracts

for available products and services. Research available suppliers and compare services and costs of obtaining support from the different providers.

The market research team should consider the following:

- The overall budget for the project should be clearly stated and the funding source should be identified prior to commencement of services.
- The Market Research Plan should be agreed upon by all parties before any commencement of services.
- The methodology to be used should be clearly specified and agreed upon by all parties.
- The research should have a simplified process.
- The target markets should be clearly identified.
- The research should be broad enough to capture the largest possible data set.
- The research should not be overly restrictive.
- The research should provide some built-in flexibility that is applicable to industry.

Outputs: Market research documentation.

Category Five – Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a Request for Proposal (RFP) is released will assist a State in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and if the budget for said project is realistic. Cost & Pricing Analysis is a key component to predicting the viability of a project. Because of limited resources or timing, agencies may require the assistance of an outside Contractor to assist with a Cost & Pricing Analysis for stakeholder review.

Cost & Pricing Analysis may also be conducted after BAFOs are received. And Cost & Pricing Analysis may also be conducted post award for contract renewals, modifications or assistance in determination of termination due to non-compliance with contract terms.

This category of services is for **consultation and/or assistance with cost & pricing analysis services**. Services within this category are as follows:

Cost & Pricing Analysis – Contractor shall assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Stakeholders to make sound decisions on the financial viability of a project.

Cost & Pricing Analysis services shall include, but are not limited to:

- Developing plans and alternatives for effective price competition
- Informing states of impact of budget on technical, contract, and pricing outcomes
- Developing approach for State's/Stakeholder' budget planning

- Developing cost proposal solicitation documents to aid states in the development of the RFP
- Analyzing contracts/programs to assess price competitiveness
- Providing alternatives and research for stakeholders
- Providing estimates (case-by-case based on need of State/Stakeholder).
- Demonstrating value of RFP and/or new system/product to State/Stakeholder
- Providing a Make-or-buy analysis
- Providing a Go, no-go analysis
- Developing and analyzing BAFO requests
- Determining that the prices submitted by Offerors are acceptable, fair and reasonable
- Providing cost analysis during RFP evaluation – services performed to help States/Stakeholders analyze the cost proposals of several vendors to find best value
- Developing evaluation support documentation to help States/Stakeholders validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, and materials)
- Performing independent review of each cost element within an Offeror's cost proposal
- Providing post-award services (contract renewals, modifications, assistance in determination of termination if not in compliance with contract terms)
- Burn Rate Analysis
- Analysis of Change Orders & Modifications
- Award fee/incentive fee analysis
- Closeout payment analysis

Outputs: Cost and pricing analyses.

C. Solicitation & Award

Category Six – Solicitation Review or Preparation

The solicitation document is the official document inviting the vendor community to respond to the needs of the government entity. The solicitation should foster competition and ensure fair and equitable treatment of interested parties. Competition has multiple levels. Competition exists not only in prices but also in the technical competence of the vendors and in the quality of their products or services. The request for proposal process allows the opportunity for vendors to submit innovative solutions, increasing the Government's latitude of choice and assuring the reasonableness of costs.

This category of services is for the **review and/or development** of a solicitation document. Services within this category would be as follows:

1. Review Services

Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:

- Scope of work, statement of work or specifications.
- Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.
- Evaluation criteria.
- Bidder/Offeror qualifications.
- Proposal format.
- Administrative and Technical Response Requirements.
- Price and Cost sheets.
- Contract administration, post award.
- Payment terms.

2. RFP Development

Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

Category Seven – Source Selection

The nature of the source selection planning process, the techniques for obtaining information, the procedures used in evaluation, and the decision-making methods vary from procurement to procurement. Source selection planning entails: preparing to receive bids or proposals, preparing to apply evaluation criteria, and determining standards to select a Contractor. Proposals are often separated into technical and price sections with each evaluated separately. Evaluation may be complex, requiring a panel experts. Some proposal evaluation may require a consultant's assistance. The Source Selection Plan (SSP) should include: evaluation criteria, evaluation standards, weighting system, screening system, and source selection process.

This category of services is for **assistance in preparation of a source selection plan and source selection activities**. Services within this category are as follows:

Source Selection – Contractor shall develop and prepare source selection plans, in accordance with State statute and rules; instruct evaluation team members on roles and responsibilities; act in the capacity of an advisory role during the evaluation, which may include cost estimating or technical subject matter expertise; ensure Conflict of

Interest/Nondisclosure forms are signed; prepare evaluation sheets or score sheets; and prepare draft of source selection decision memorandum.

Outputs: Source Selection Plans (SSP), Evaluation Sheets

Category Eight – Cost Realism Analysis

Cost Realism Analysis is usually conducted after cost proposals have been received in response to a RFP. Cost Realism Analysis may be requested by States to determine if all components of cost have been contemplated from all vendors. Determining if cost proposals are acceptable and fair will assist States in a successful evaluation and award of a contract which is in the best interest of the State. Cost realism is about the system of logic, the assumptions about the future, and the reasonableness of the historical basis of the estimate. It's about the estimating information (cost data) that makes up the foundation of the estimate.

This category of services is for **consultation and/or assistance with cost realism analysis services**. Services within this category are as follows:

Cost Realism – Contractor shall independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the unique methods of performance and materials described in the Offeror's technical proposal. Cost realism analysis is conducted by evaluating the supportive data that form the bases of the individual elements of cost to determine probable cost of the performance. The probable cost shall be used for the purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

Probable Cost Estimate: is the Purchasing Entity's estimate of what it will cost for the Offeror to complete the contract based on the Purchasing Entity's evaluation of the offeror's technical proposal and proposed costs. This estimate is complimentary with and must be performed in conjunction with all cost realism analyses and is a principal product of the Purchasing Entity in the source selection evaluation process.

Cost Realism services shall include, but are not limited to:

- Determining the Offeror's price is realistic for the work proposed
- Understanding and implementation of contract risk factors
- Developing a Purchasing Entity's probable cost estimate
- Conducting cost to technical realism analysis

Outputs: Cost realism analyses.

D. Contract Management

Category Nine - Contract Development/Contract Formation

The goal of contract development is to reduce in writing contract goals, contract type and contract elements. Identification of contract goals include the description of goods or services; delivery information (if applicable); protection of the financial interests of the agency; and any potential areas of dispute such as defining acceptance, handling wrong product, delays, personality conflicts, breach, payment or changes in a contract. The goals also include change order procedures.

Contractor shall provide assistance to the government entity in the formulation of the contract between the awarded vendor and government entity.

This category of services is for **consultation and/or assistance with contract development**. Services within this category are as follows:

Contract Development

Requirements of the contractor, and/or their sub-contractor will include:

- A general working knowledge of each individual state's procurement rules and regulations.
- A general working knowledge of the entity's General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.
- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is amicable to both parties.
- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to handle and supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

Category Ten – Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves the monitoring of a contract, making important

changes and modifications to the contract and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award. Acquisition consultants can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties.

Services within this category are as follows:

1. Contract Administration

Manage the relationship between the Contractor and end user, including the monitoring contract fulfillment on the part of government agencies. Development of the Contract Administration Plan (CAP) which will define how the contract will be administered. Monitor contractor compliance with terms of the contract, including site visits and labor interviews.

The CAP provides a mechanism to reconcile the various contract documents and the order of precedence into a management tool that can be used to focus and govern implementation activities. The plan itself will vary based on the complexity, risk, and scope along with the requirements of each contract. In many cases a CAP should only be developed for high-risk or highly complex procurements. The frame of the plan should focus on the Who, What, When, Where, and How of contract administration. CAPs generally address a common set of topics, with particular emphasis on process, output and outcome. In government contract management, there may be less emphasis on the “process” the contractor uses to achieve the goals of the contract than of the achievement of the expected outputs and outcomes.

While Contract Administration Plans generally share a similar structure, the inclusion of each topic into the CAP should be chosen based on necessity rather than out of formality. Contract Administration Plan topics may include:

- Project description
- Period of performance
- Schedule, critical milestones and/or delivery dates
- Critical path tasks and deliverables
- Roles and responsibilities
- Data and reporting
- Inspection and acceptance
- Personnel requirements
- Testing

- Warranty provisions
- Watch list items
- Special terms and conditions
- Insurance
- Process for managing change and issue resolution

Outputs: Performance Workplan or CAP; Documentation of Contract Performance such as Observation Record, Compliance Record, Discrepancy Record, Unsatisfactory Performance Report, Summary Evaluation Report, Contractor Status Report.

2. Vendor Performance Plan Development/Review

The Contractor shall have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy to understand document. The plan must describe processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to, how to:

- Improve communication between buyers and vendors regarding performance
- Encourage better performance and accountability through incentives and penalties
- Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- Capture performance data
- Identify strategic priorities and set targets
- Capture performance data
- Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how Contractors must receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract and deal with appeals.

3. Contract Modifications

Assist in the preparation of incentive and award fees. Incentive fees are typically dependent upon the performance over a given period and are usually taken in relation to a benchmark index. Award fees provides an additional profit or fee amount that may be awarded, in whole or in part, based upon periodic evaluations of ongoing contractor performance. Assist in review of directed changes, formal

changes to the original contract resulting from the buyer's actions or directions that impact the cost or schedule for performance. Determine if a constructive change has occurred, that is, any action or inaction on the part of the agency that have not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. Contractor can assist government procurement staff and program managers in review and recommendation to make the appropriate contract modification.

Outputs: Award or incentive fee determinations; contract modification determination.

E. Completion & Closeout

Category Eleven – Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file that includes a written report with the description and analysis of the Contractor's performance. A quality vendor performance review (aka performance evaluation) assesses how the vendor is performing against Key Performance Indicators (KPI)'s and Service Level Agreements (SLA)'s established in the vendor's contract. However, it can also show non-contractual performance issues, such as incidents that aren't measured by a service level.

This category for services is for the assistance in the development and implementation of a Vendor Performance Evaluation Program. This does not include vendor performance evaluation for construction contracts. Services within this category are as follows:

Evaluation Program

The contractor shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the contracting agency to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- When the vendor performance evaluation is needed and how often it should be measured.
- The KPI's, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness should be clearly identified along with formulation of templates for the evaluation which shall become standardized.

Output: Key Performance Indicators, Vendor Performance Evaluation Program

F. Other Services

Category Twelve – Procurement Policy

Procurement planning is part of the annual budgeting process. Each departmental head is responsible for planning his/her project's estimated procurement needs on an annual basis through the use of the annual procurement plan (APP), which indicates the items to be bought in the various quarters of the year.

Services within this category are as follows:

Procurement Policy Writing – Contractor shall assist in developing a high-level overall plan embracing the general goals and acceptable procedures as it relates to the expenditure of governmental funds

Procurement Policy services shall include, but not be limited to, writing procedures for:

- Appointing and paying consultants
- Appointing and paying temporary staff
- Appointing and paying casual workers
- Procurement planning for good and services
- Vendor Selection, to include:
 - Selection criteria
 - Use of dealers and sole suppliers
 - Recurring purchases
- Procurement Processes
- Procurement Controls

Outputs: Policy analysis and briefings. Policy guides and handbooks.

Category Thirteen – Category Management

Category management is a strategic approach to purchasing that allocates a government's procurement resources into specific categories of spending to be analyzed by category managers and aligned with the marketplace through in-depth spend and market analyses.

The main objective of Category management is to build efficiencies and maximize purchasing decisions across the agency by reducing duplication in the contracting process; better leveraging the government's buying power, and promoting the use of innovative and best in class solutions.

By consolidating purchases into main areas of spend, category management serves to move the government away from managing purchases and evaluating prices individually across multiple purchasing units to more directly managing entire categories of common spend to deliver better value for the entire agency.

This category for services is for the **assistance in development and implementation**

of an action plan for Category Management or Product and Service Catalogs. If not available in-house, the action plan development or implementation by a subject-matter-expert shall be obtained/contracted by the awarded contractor(s) for this category. Services within this category are as follows:

1. Data analysis

The Contractor shall have knowledge of principles and practices in public procurement including category management and have a clear understanding of various types of commodities and government services. Contractor shall be well versed in data analysis including the collecting of historical procurement data and analyzing agency spend data and procurement needs. The contractor shall also conduct in depth spend analysis using the agency's existing code structure (NIGP, NAICS, UNSPC or other). If no code structure exists, the vendor will help to consolidate minor categories and identify major categories of spending.

2. Supplier analysis

The Contractor shall have in-depth knowledge of the supplier marketplace and current economic conditions. The contractor will conduct market analysis to align the identified major categories of spending with the marketplace. Suppliers in the marketplace will be analyzed on their market share, historical changes and overall business health. Emphasis will be put on identifying suppliers that are looking to gain market share and can be leveraged for best prices; and identifying overlaps in suppliers to consolidate categories.

3. Action plan development

The Contractor shall have experience developing specifications and scopes of work aimed at creating efficiencies and reducing costs, developing and executing procurement strategies, driving process improvements and effectively instituting key performance metrics. The contractor shall develop, draft and assist in the execution of an action plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

- The purpose, strategic mission and vision associated with the new organization direction and structure of the organization/agency.

- The development of an ongoing program to analyze purchasing trends, develop options to reduce costs, improve timely delivery, and enhance the purchasing agencies supplier management strategies, including; performance tracking, benchmarking and planning for future category adjustments.
- The development of a system by which the agency can monitor and track spending data including but not limited to information pertaining to what the agency buys, who it buys it from and what it pays.
- The step by step walkthrough and explanation of requirements for a phased in approach to reorganizing the existing workforce and hiring additional employees to successfully implement a Category Management organization/agency/office structure.

4. Organizational restructure

The contractor shall have knowledge of staffing and management practices as it relates to structuring and organizing a workforce for Category Management. The contractor will be responsible for identifying, communicating and working with stakeholders to identify category managers, category workforce and acquisition workforce. As these stakeholders are identified, the contractor shall collaborate to share the knowledge of the analyses, create insights and trainings designed to serve all stakeholders and align staff with the strategic vision. The contractor will assist in overseeing all hiring and management decisions during implementation to ensure that staffing choices align with the Category Management structure. The contractor will assist in the development of staff evaluations designed to encourage performance and competency within the organization/agency. Upon completion of the restructuring the contractor shall conduct “a lessons learned” and benchmark/milestones presentation to empower the organization/agency to move forward without the need of continuing assistance or consultation.

5. Product and Service Catalogs

The contractor shall have knowledge and experience in e-sourcing and strategic sourcing, including the building of catalogs to consolidate purchasing categories and create ease of access for purchasing agencies. The Contractor shall follow the steps for category management including data and supplier analysis and the creation of an action plan designed for the implementation of organization/agency wide electronic catalog services. The contractor may assist in the development of specifications and evaluation metrics for selecting an appropriate e-catalog provider. The contractor shall also assist in the creation of data collection procedures to track catalog purchases and consolidate catalog categories.

The Contractor shall assist in the planning and implementation of a Category Management procurement process and structure. This effort including assisting in data and supplier analysis as well as the restructuring and staffing of the workforce needed to meet the need of a Category Management system. The contractor may rely on third party tools, methods and best practices to properly empower the contracted organization. All information and insights gathered including the best perceived path forward will be summarized in an action plan, the overarching document for this category that explains all necessary steps to move forward. After the delivery and acceptance of the action plan, the contractor may assist agencies in implementing the changes proposed, including, but not limited to, establishing measurements to track and grow the categories. This includes coming up with benchmarks, projecting future opportunities for efficiencies and category streamlining, creating dashboards and data analytic tools to track the progress of category spend against the benchmarks and creating supplier performance metrics to evaluate suppliers as the categories mature.

Organizations/Agencies may contract through this category for the development of a Product and Services Catalog. The catalog service can be contracted as a stand-alone service or in addition to the Category Management system. Contractors shall deliver an action plan similar to that required for Category Management outlining the steps needed to implement an online Catalog. After delivery and acceptance of the action plan, the contractor may assist in the implementation of the Product and Services Catalog including but not limited to the acquisition of required software and the rollout of the Catalog to the vendor community.

Outputs: Action Plan, Dashboards and other Data Tracking Tools, Product and Services Catalog

V. Administration of Orders

A. Ordering

Order procedures shall be mandatory for State of Hawaii Purchasing Entities as provided in the Participating Addendum and Hawaii State Procurement Office (SPO) Vendor List Contract No. 19-19, and those procedures apply in the event of conflict with this section.

1. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
2. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to

the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

3. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
4. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
5. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
6. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - a. A description of the services or supplies being delivered;
 - b. The place and requested time of delivery;
 - c. A billing address;
 - d. The name, phone number, and address of the Purchasing Entity representative;
 - e. The price per hour or other pricing elements consistent with this Master Agreement and the Contractor's proposal;
 - f. A ceiling amount of the order for services being ordered; and
 - g. The Master Agreement identifier.
7. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
8. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available. And all fees shall be paid, as applicable, even after the Master Agreement has been terminated or expired.

9. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

B. Shipping and Delivery

1. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
2. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to notify the Purchasing Entity placing the Order immediately.
3. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

C. Services – Purchasing Entity Furnished Materials and Facilities

1. Facilities, Supplies and Services - Work may be performed at a Purchasing entity provided facility, digital or telework (offsite). Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general-purpose office supplies) may be provided while working in a Purchasing Entity facility.
2. Information - The Purchasing Entity may provide information, material and forms unique to the Purchasing Entity for supporting the task. All Purchasing Entity unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Purchasing Entity will identify the point of contact for identification of any required information to be supplied by the Purchasing Entity.
3. Documentation - All existing documentation, relevant to a task accomplishment, may be made available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

D. Travel

The Contractor may be required to travel in performance of orders issued under this contract.

Contractor shall be reimbursed actual cost of all travel conducted while providing the services in accordance with statements of work and respective Purchasing Entities' regulations. Allowable travel and State per diem charges will be agreed upon at the time work is requested. Thus, all travel shall be pre-approved.

The Contractor shall perform all travel necessary to accomplish the tasks contained in a task order. At a minimum, the Contractor shall be prepared to travel in conjunction with studies, contractor site visits, and to provide support at Purchasing Entity meetings. All travel requirements shall be approved in advance by the Purchasing Entity. The Contractor shall be responsible for making all travel arrangements.

Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

If the additional expenses are not justified and approved by the

Participating Agency, Contractor will be responsible for paying the difference.

E. Training

The Purchasing Entity may provide the Contractor with appropriate training that is directed by the Purchasing Entity and for Purchasing Entity “unique/non-commercial systems.”

F. Quality Control

The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.

G. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

H. Inspection and Acceptance

1. Where the Master Agreement or an Order does not otherwise specify a process for Inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
2. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
3. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services

again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

4. The warranty period shall begin upon Acceptance.

I. Payment

Payment after Acceptance is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

J. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

K. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded

Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

L. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

VI. Labor Categories and Hourly Rates

A. Minimum Qualifications

1. Labor categories shall exhibit the following qualities:
 - a. Proficiency in MS Office (Word, Excel, PowerPoint and Outlook).
 - b. Effective oral and written communication skills.
 - c. Ability to work independently or in a team environment.
 - d. Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.
2. Selected Labor Categories are consolidations and serve multiple specialties that fulfill the needed services in the acquisition lifecycle.
3. The Minimum Qualifications are not intended to be exhaustive or all inclusive. They are intended to allow placement of appropriately skilled personnel.
4. Additional duties may also be included per Labor Categories that are not specifically listed, (i.e., Other duties as assigned).
5. Exhibit 1 provides minimum qualifications expected of each labor category when a Purchasing Entity contracts for acquisition support services.

B. Hourly Rates

1. Hourly rates are fully-burdened rates inclusive of all cost factors, (e.g. direct labor, indirect labor, G&A, and profit), excluding travel price per labor category and other Purchasing Entities' taxes, i.e. sales tax or general excise tax.
2. Hourly rates shall remain the same during the base period (two years).
3. Hourly rates, in optional periods, were allowed to be adjusted at no more than a 2% inflation rate. See Exhibit 2 for Contractor's labor category hourly rates.
4. All rates shall be guaranteed for each year as part of the Master Agreement. Requests for price adjustment, other than the adjusted price offered (See Exhibit 2), shall not be considered.

C. Off-site vs. On-site

1. Off-site means the Contractor's Place of Work
2. On-site means the Government (any state or political subdivision) Place of Work

VII. General Provisions

A. Insurance

1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.
2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - a. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

- b. Automobile Liability \$1,000,000 per accident
- c. Professional Liability \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability shall be required from Contractors or subcontractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc.

Each insurance policy required by this contract (with the exception of the Professional Liability policy), including a Subcontractor's policy, shall contain the following clauses:

- 1) "The Purchasing Entity is added as an additional insured as respects to operations performed for the Purchasing Entity."
 - 2) "It is agreed that any insurance maintained by the Purchasing Entity will apply in excess of, and not contribute with, insurance provided by this policy."
- d. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - e. A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the Purchasing Entity.
3. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) 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.
4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any

Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

5. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state 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.
6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

B. Records Administration and Audit

1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit 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, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or

underpayment of fees found as a result of the examination of the Contractor's records.

3. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

C. Confidentiality, Non-Disclosure, and Injunctive Relief

1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any

Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
5. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

D. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

E. Assignment/Subcontracts

1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

F. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

G. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

H. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement

as a result of Contractor default may be immediate.

I. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

J. Defaults and Remedies

1. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - a. Nonperformance of contractual requirements; or
 - b. A material breach of any term or condition of this Master Agreement; or
 - c. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - d. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - e. Any default specified in another section of this Master Agreement.
2. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- a. Exercise any remedy provided by law; and
 - b. Terminate this Master Agreement and any related Contracts or portions thereof; and
 - c. Impose liquidated damages as provided in this Master Agreement; and
 - d. Suspend Contractor from being able to respond to future bid solicitations; and
 - e. Suspend Contractor's performance; and
 - f. Withhold payment until the default is remedied.
4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

K. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

L. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a

written explanation for review by the Lead State.

M. Indemnification

1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - a. The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 1) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 2) specified by the Contractor to work with the Product; or
 - 3) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 4) It would be reasonably expected to use the Product in combination with such product, system or method.

- b. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. The Indemnified Party, however, must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, 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.

N. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

O. Governing Law and Venue

1. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be

governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

P. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Q. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

R. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities

may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

CONTRACTOR	STATE OF HAWAII
Trust Consulting Services, Inc.	Sarah Allen, Administrator State Procurement Office Department of Accounting and General Services
By: <u>JAMES W. RADFORD</u>	By: <u>Allen</u>
Title: <u>CEO</u>	Sarah Allen, Administrator and Chief Procurement Officer
By: <u>[Signature]</u> *signature	Date: <u>06/04/20</u>
Date: <u>6/1/19</u>	

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

18 JUN 13 6:05

Exhibit 1 – Labor Category Minimum Qualifications

LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Program Director (Key Personnel)	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Ten or more years of progressive experience in managing significant projects and processes. • Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout. • Ability to research and define multiple project scopes, schedules, and targets. • Provides expert advice and guidance to agency senior level staff members. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
Program Manager	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight or more years of providing management for multiple projects/tasks and ongoing operational efforts • Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs. • Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives • Possessing the analytical and evaluative methods and techniques for assessing program development and execution. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

Exhibit 1 – Labor Category Minimum Qualifications

LABOR CATEGORIES	
Labor Category	Minimum Qualifications(s)
Subject Matter Expert III	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
Subject Matter Expert II	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
Subject Matter Expert I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of progressive experience • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

Exhibit 1 – Labor Category Minimum Qualifications

LABOR CATEGORIES	
Labor Category	Minimum Qualifications(s)
Acquisition Support Specialist III (Key Personnel)	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
Acquisition Support Specialist II	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCM, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
Acquisition Support Specialist I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

Exhibit 1 – Labor Category Minimum Qualifications

LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Analyst II	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
Analyst I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License

TRUST CONSULTING SERVICES, INC.

Exhibit 2 - Hourly Labor Rates

Labor Categories	Base Period: Year 1 and 2		Optional Period: Year 3		Optional Period: Year 4		Optional Period: Year 5	
	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site	Fully Burdened Hourly Rate - Off-site	Fully Burdened Hourly Rate - On-site
Program Director	\$102.97	\$89.54	\$ 104.00	\$ 90.44	\$ 105.04	\$ 91.34	\$ 106.09	\$ 92.26
Program Manager	\$102.85	\$89.44	\$ 103.88	\$ 90.33	\$ 104.92	\$ 91.24	\$ 105.97	\$ 92.15
Subject Matter Expert III	\$101.09	\$87.91	\$ 102.11	\$ 88.79	\$ 103.13	\$ 89.68	\$ 104.16	\$ 90.57
Subject Matter Expert II	\$96.70	\$84.09	\$ 97.67	\$ 84.93	\$ 98.64	\$ 85.78	\$ 99.63	\$ 86.63
Subject Matter Expert I	\$92.30	\$80.26	\$ 93.23	\$ 81.07	\$ 94.16	\$ 81.88	\$ 95.10	\$ 82.70
Acquisition Support Specialist III	\$83.51	\$72.62	\$ 84.35	\$ 73.35	\$ 85.19	\$ 74.08	\$ 86.04	\$ 74.82
Acquisition Support Specialist II	\$79.12	\$68.80	\$ 79.91	\$ 69.49	\$ 80.71	\$ 70.18	\$ 81.52	\$ 70.88
Acquisition Support Specialist I	\$74.72	\$64.98	\$ 75.47	\$ 65.63	\$ 76.22	\$ 66.28	\$ 76.99	\$ 66.94
Analyst II	\$72.96	\$63.45	\$ 73.69	\$ 64.08	\$ 74.43	\$ 64.72	\$ 75.18	\$ 65.37
Analyst I	\$68.57	\$59.63	\$ 69.25	\$ 60.22	\$ 69.95	\$ 60.82	\$ 70.65	\$ 61.43

Note:	At minimum, Contractor shall honor prices noted for each labor category, on-site or off-site, in each period.
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Definitions:	
Off-site	Offeror's Place of Work
On-site	Government (any state or political subdivision) Place of Work

Exhibit 3 - SAMPLE NASPO VALUEPOINT DETAILED SALES DATA REPORT

Field Name	Field Description
VENDOR NAME	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
CATEGORY NUMBER	Category number of purchased services
CATEGORY DESCRIPTION	Description of purchased services
LABOR CATEGORY	Title of Labor Category
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999) - Labor category hourly price
NUMBER OF HOURS	Total number of hours
TOTAL PRICE	Extended Price (hourly price multiplied by the hours invoiced) - US Currency (\$99999999.999)
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)

Exhibit 3 - SAMPLE NASPO VALUEPOINT DETAILED SALES DATA REPORT

Contractor:

Quarter:

No Quarterly Sales

Vendor Name	Vendor Contract Number	State	Customer Type	Bill to Name	Bill to Address	Bill to City	Bill to Zipcode	Order Number	Customer PO Number	Customer Number	Order Type	PO Date	Invoice Date	Invoice Number	Category Number	Category Description	Labor Category	NASPO ValuePoint Labor Category	Number of Hours	Total Price	Admin Fee
Ameda, Inc.	CA-12345	CA	Local Gov't	A37565	COURT 725 EAST SA	SAN JOSE	95126	Sales Order #40356934	A37565		Invoice	3/3/2017	3/17/2017	21326	Category One	Specifications /Scope of Work Review	Acquisition Support Specialist III	\$400.00	50	\$20,000.00	\$50.00
Ameda, Inc.	CA-12345	CA	K-12	A73613	STAT PO BOX 9973	SACRAMENT	00009-5899	Sales Order # 16-PO-00515	A73613		Invoice	3/2/2017	3/17/2017	21328	Category Five	Cost & Pricing Analysis	Analyst II	\$500.00	55	\$27,500.00	\$68.75