

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #:	AR 2504	CETS #	21167
Contractor:	GUIDESOFT, INC. dba KNOWLEDGE SERVICES		
Participating Entity:	STATE OF NEVADA		

All products, accessories, and services listed on the Contractor page of the NASPO ValuePoint website shall be available for purchase by State agencies, the University and Community College System, the Legislative Counsel Bureau, and political subdivisions (i.e. cities, counties, school districts, etc.) of the State of Nevada.

Master Agreement Terms and Conditions:

1. SCOPE:

- 1.1 This addendum covers Cloud Solutions led by the State of Utah for use by State agencies, the University and Community College System, the Legislative Counsel Bureau, and political subdivisions located in the State of Nevada authorized by Nevada statute to utilize State contracts with the prior approval of the Administrator for the Department of Administration Purchasing Division.
- 1.2 This agreement is intended to create a Vendor Managed Service Provider (VMSP) for securing IT Staff Augmentation Consultants to aid in a variety of information technology consulting specialist levels on an hourly basis for State agencies on an as needed basis. Consultants may be required to provide specific work products / deliverables; however, the work is billed on an hourly basis. In most cases, the work will be performed onsite at State agencies; however, work can be done offsite with prior approval of the State. Each specific request will include the percentage of onsite versus offsite work that will be allowed.
- 1.3 Contractor (Knowledge Services) shall manage the ongoing administration of the MSP program, including the review, ranking, and filtering of candidates and management of the vendor network to fulfill Service requests.
- 1.4 The State reserves the right to expand the scope of MSP services or other labor categories and/or other additional value added services that are of benefit to the State, if it is determined to be in the State's best interest and upon mutual agreement with Knowledge Services.
- 1.5 Knowledge Services shall provide a Vendor Management System ("VMS") accessible by end users through the internet and residing on a secure server with backup and recovery capabilities.
- 1.6 Knowledge Services will provide Vendor Management System training for all users. Knowledge Services shall train all staffing vendor resource(s) on the VMS.

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- 1.7 Knowledge Services will provide ongoing support for the VMS.
- 1.8 Knowledge Services will provide standard reports.
- 1.9 Knowledge Services will provide a plan to implement the VMS, report progress on the implementation, and identify and resolve issues during the implementation.
- 1.10 Knowledge Services will provide a comprehensive plan to transition all existing staffing vendors, current projects and resources to the VMS.
- 1.11 Knowledge Services will facilitate regular contract review meetings with the State to review performance and service level metrics.
- 1.12 Knowledge Services will assist the State in quantifying cost savings and identify ongoing opportunities for additional savings during the life of the contract.
- 1.13 Knowledge Services will track the performance of vendors and resources and ensure that quality and service levels are maintained.
- 1.14 Knowledge Services will provide customer satisfaction survey metrics.
- 1.15 Knowledge Services agrees that all vendors, as a condition of their participation in the MSP Program with Knowledge Services, shall execute a Master Services Agreement.
- 1.16 The VMSP will provide the following types of information:
 - 1.16.1 Contract Compliance;
 - 1.16.2 Contractor Sourcing Process Management;
 - 1.16.3 Resume Submission and Scoring;
 - 1.16.4 Rating and Feedback;
 - 1.16.5 Competitive Bidding and Reverse Auction Functionality;
 - 1.16.6 Personnel Credentialing and Licensing;
 - 1.16.7 Pre-Employment Screening Compliance and Tracking;
 - 1.16.8 Time, Expense and Project Tracking, Entry and Approval;
 - 1.16.9 Approval Workflows;
 - 1.16.10 Interactive Calendaring and Scheduling for Interviews, Start Dates, etc.;
 - 1.16.11 Funding Source Tracking and Reporting
 - 1.16.12 Automatic Notifications
 - 1.16.13 Business Intelligence, Analytics and Reporting; and
 - 1.16.14 NIST / HIPAA.

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1.17 The Service Level Classifications are identified in *Attachment BB, IT Service Level Descriptions* and the associated hourly rates are identified in *Attachment CC, IT Service Level Hourly Rates*.

1.17.1 The IT Service Level Hourly Rates are inclusive of all charges and fees.

1.17.2 The State reserves the right to set or to negotiate an hourly rate for an individual work order / purchase order within the contracted IT Service Level Hourly Rates.

1.17.3 On an annual basis, the State reserves the right to review the approved IT Service Level Descriptions and IT Service Level Hourly Rates to determine if additional service levels are required to allow for services / technologies not currently identified.

2. PARTICIPATION:

This NASPO ValuePoint Master Agreement may be used by all State agencies, the University and Community College System, the Legislative Counsel Bureau, political subdivisions, and other entities authorized to use statewide contracts in the State of Nevada. Issues of interpretation and eligibility for participation are solely within the authority of the Administrator for the Department of Administration Purchasing Division.

3. PRIMARY CONTACTS:

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

3.1 Contractor – Guidesoft, Inc. dba Knowledge Services

Name:	Chad Masterson, Director of Business Development
Address:	5875 Castle Creek Parkway N. Dr., Suite 400 Indianapolis, IN 46250
Telephone:	317-578-1700
Email:	chadm@knowledgeservices.com

3.2 Participating Entity – State of Nevada

Name:	Ryan Vradenburg, Purchasing Officer
Address:	515 E. Musser St. Ste. 300 Carson City, NV 89701
Telephone:	775-684-0196
Email:	rvradenburg@admin.nv.gov



4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

4.1 These modifications or additions apply only to actions and relationships within the Participating Entity.

4.2 Participating Entity must check one of the boxes below.

4.2.1 ☐ No changes to the terms and conditions of the Master Agreement are required.

4.2.2 ☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.3 Required Approval

This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

4.4 Definitions

4.4.1 “State” – The State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

4.4.2 “Consultant” – Individuals (resources) providing the services as outlined within an approved work order / purchase order.

4.4.3 “Contract” – Unless the context otherwise requires, “Contract” means this document entitled Participating Addendum and all Attachments or Incorporated Documents.

4.4.4 “Contracting Agency” – means the State agency identified above.

4.4.5 “Contractor” – The person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. The Contractor has full responsibility for coordinating and controlling all aspects of the Contract. The Contractor will be the sole point of contact with the State relative to Contract performance.

4.4.6 “Fiscal Year” – The period beginning July 1st and ending June 30th of the following year.

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- 4.4.7 “Participating Addendum” – means this document entitled Participating Addendum exclusive of any Attachments or Incorporated Documents.
- 4.4.8 “Vendor” – Staffing supplier / subcontractor that provides consultants to perform services under the terms and conditions set forth in this Contract.
- 4.4.9 “VMS” – Vendor Management System.
- 4.4.10 “VMSP” – Vendor Management System Provider / Contractor that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

4.5 Contract Term

This Contract shall be effective as noted below, unless sooner terminated by either party as specified in **Section 4.22, Contract Termination**. Contract is subject to Board of Examiners’ approval (*anticipated to be November 13, 2018*).

Effective from:	<i>Upon BOE Approval</i>	To:	<i>September 15, 2026</i>
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4.6 Notice

All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

4.7 Incorporated Documents

The parties agree that this Contract, inclusive of the following attachments, specifically describes the Scope of Work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	INSURANCE SCHEDULE
ATTACHMENT BB:	IT SERVICE LEVEL DESCRIPTIONS
ATTACHMENT CC:	IT SERVICE LEVEL HOURLY RATES
ATTACHMENT DD:	MASTER AGREEMENT # AR 2504, AS AMENDED; KNOWLEDGES SERVICES RESPONSE
ATTACHMENT EE:	CLOUD SERVICES CHECKLIST

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Any provision, term or condition of an attachment that contradicts the terms of this Participating Addendum, or that would change the obligations of the State under this Participating Addendum, shall be void and unenforceable.

4.8 Consideration

Total Contract Not to Exceed:	\$140,000,000.00
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- 4.8.1 Payments will be made depending upon agreed levels of service within each specific work order / purchase order and based on the applicable rates identified per *Attachment CC, IT Service Level Hourly Rates*.
- 4.8.2 The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's fully executed work order / purchase order as agreed to and accepted by all parties to the work order / purchase order.
- 4.8.3 The State is not liable for the obligations of any political subdivision which joins or uses any contract resulting from this agreement.
- 4.8.4 The parties agree that Contractor (Knowledge Services) will provide the services specified in *Section 4.7, Incorporated Documents*.
- 4.8.5 Payments will be made bi-weekly upon receipt of an original Knowledge Services invoice accompanied by a State approved timesheet and State travel claim form, if applicable.
- 4.8.6 Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.
- 4.8.7 Rates are inclusive of Knowledge Services' MSP/VMS Fee which shall be paid by vendors. Knowledge Services shall charge vendors an MSP/VMS Fee in the amount of two-point six percent (2.6%) of each invoice.

4.9 Assent

The parties agree that the terms and conditions listed in *Section 4.7, Incorporated Documents* of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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4.10 Schedule

The estimated schedule for development of the VMS process is as follows:

Description	Time Frame in Weeks
<p><i>Kickoff Meeting</i></p> <ul style="list-style-type: none"> ➤ Introduction ➤ Overview of Goals and Objectives ➤ Knowledge Services Program Philosophy and Overview ➤ Knowledge Services Implementation Approach ➤ NevadaEPro Integration Components ➤ Identification of Liaison (Sponsor) ➤ Pre-Plan Collaboration ➤ Communication and Change Management Strategy ➤ Implementation Data Requirements ➤ Next Step Defined 	<p>12 Weeks Prior to Go Live</p>
<p><i>Envisioning Meeting</i></p> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ MSP Service Level Verification ➤ Implementation Data Requirements ➤ Next Steps Defined 	<p>11 Weeks Prior to Go Live</p>
<p><i>Initial Data Collected</i></p> <ul style="list-style-type: none"> ➤ Vendors ➤ Department Users ➤ Resource Information ➤ Vendor, Manager, Department, etc. 	<p>10 Weeks Prior to Go Live</p>
<p><i>Internal and External Announcement of Kick-Off and Next Steps</i></p> <ul style="list-style-type: none"> ➤ Created ➤ Approved ➤ Sent 	<p>9 Weeks Prior to Go Live</p>
<p><i>Kick-Off Meeting(s) with All Users</i></p> <ul style="list-style-type: none"> ➤ Introduction ➤ Goals and Objectives ➤ Implementation Next Steps ➤ Next Steps: Discovery Meeting Requirements 	<p>8 Weeks Prior to Go Live</p>

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Description	Time Frame in Weeks
<i>Vendor Kick-Off Meeting</i> <ul style="list-style-type: none"> ➤ Introduction ➤ Overview of Goals and Objectives ➤ Implementation Next Steps ➤ Next Steps: Contract Execution Communication 	7 Weeks Prior to Go Live
<i>Vendor Contract Sent</i>	7 Weeks Prior to Go Live
<i>Pre-Discovery Focus Group by Department / Agency</i> <ul style="list-style-type: none"> ➤ Introduction ➤ Overview of Goals and Objectives ➤ Current State Process Review ➤ Determine Key Contact Information ➤ Implementation Next Steps 	7 – 8 Weeks Prior to Go Live
<i>Internal and External Announcement of Training Schedule</i>	6 Weeks Prior to Go Live
<i>Discovery by Power-Users</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Current State Process Review ➤ Requirements Validation ➤ Vendor / Resource Confirmation ➤ Implementation Next Steps 	6 – 8 Weeks Prior to Go Live
<i>Data Validation</i> <ul style="list-style-type: none"> ➤ Vendors (Contract Status) ➤ Resource Information ➤ Vendor, Manager, Department 	5 Weeks Prior to Go Live
<i>Report of Findings</i> <ul style="list-style-type: none"> ➤ Outline Documented Program Processes ➤ Sign-Off on Program Processes and Procedures ➤ Implementation Next Steps 	4 Weeks Prior to Go Live
<i>Department / Agency / Supervisor Program Overview</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Program Process / Rollout Overview ➤ SLA Expectations ➤ MSP Application Overview and Integration with NevadaEPro 	3 Weeks Prior to Go Live

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Description	Time Frame in Weeks
<i>Vendor Program and Training</i> <ul style="list-style-type: none">➤ Overview of Goals and Objectives➤ Program Process / Rollout Overview➤ SLA Expectations➤ Training	1 Week Prior to Go Live
<i>Go Live</i>	April, 2019

4.11 Process for Requesting / Securing IT Consultants:

- 4.11.1 The Requisition / Statement of Work (SOW) is submitted to the VMSP;
- 4.11.2 The VMSP must post positions for standard job orders, urgent job orders and SOWs within timeframe determined by the Participating Entity;
- 4.11.3 The VMSP notifies all vendors within their network;
- 4.11.4 The vendors submit resumes / responses;
- 4.11.5 The VMSP reviews resumes and selects the top Candidates to present to the Requestor;
- 4.11.6 The Requestor reviews, interviews and selects the Candidate and notifies the VMSP;
- 4.11.7 The VMSP notifies the vendors of the selected / non-selected Candidates;
- 4.11.8 The Requestor initiates the standard process for creating and expediting an Order. Candidate cannot begin work until all paperwork has been completed and fully executed; e.g., background checks, work order / purchase order, etc.
- 4.11.9 The VMSP arranges the start date as approved by the Requestor; and
- 4.11.10 Time / Deliverable(s) is entered daily or weekly by the Resource through the VMS and approved / denied by the Requestor.

4.12 Billing

- 4.12.1 The State does not issue payment prior to receipt of services or goods.

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- 4.12.2 Payment for services shall only be made after receipt of an original Knowledge Services' invoice and a State travel claim form, if applicable.
- 4.12.3 Knowledge Services must provide electronic timesheets for their consultants, submitted electronically by the consultant and approved electronically by the State project leader.
- 4.12.4 Services will be billed based on the hourly rate stated in the approved work order / purchase order.
- 4.12.5 All time worked will be billed as straight time including any hours in excess of 40 hours per week.

4.13 Invoices

Invoices must be submitted on a bi-weekly basis for each work order / purchase order referencing the work order / purchase order and consultant's name and include timesheets submitted into the VMS by the consultant and approved by the State project lead.

4.14 Payment

- 4.14.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 days of receipt, providing all required information, documents and/or attachments have been received.
- 4.14.2 Invoices may be held up for payment if the State Travel Claim Form, if applicable is not included, are illegible and/or the invoice does not contain the correct information.
- 4.14.3 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for services, supplies, materials, and equipment purchased under the provisions of this Contract electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 4.14.4 In the event the State loses a consultant due to Knowledge Services not paying their vendors within a reasonable timeframe (defined as payment terms of net ten business days), it may result in termination or other sanctions.

4.15 Travel Claims

Consultant will be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs when required to travel to a work location outside of the consultants appointed work site. The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by consultant for a rental vehicle.

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4.16 Monthly Invoice Report

Knowledge Services will be required to provide a monthly invoice report to the contact noted in *Section 3.2, Participating Entity – State of Nevada* or provide the ability to run the reports from the system.

4.17 Background Checks

- 4.17.1 All consultants assigned to a work order / purchase order must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority.
- 4.17.2 All costs associated with the background check process will be at the vendor's expense.
- 4.17.3 Detailed instructions and forms for the background check requirements will be provided by the State during implementation.
- 4.17.4 Individual requests for additional background check requirements may be requested by agencies when requesting consultants.
- 4.17.5 Consultants cannot start without a fully executed work order / purchase order and at a minimum the interim system access approval from the specific agency.
- 4.17.6 Knowledge Services shall provide confirmation of any drug screen and/or background checks to the appropriate State agency contact unless otherwise prohibited by law, and Knowledge Services shall require that vendor obtain a written release from the Candidate.
- 4.17.7 In the event that Knowledge Services or vendor discovers that any Candidate has committed any crime outlined within the State's published criteria for criminal background checks, and in accordance with applicable law, Knowledge Services shall immediately notify the appropriate State agency contact and the appropriate adjudication shall be made.

4.18 Probationary Period for Staff Augmentation Resources

- 4.18.1 Knowledge Services, or the applicable vendor, shall provide all resources to the State on a probationary basis for two (2) business days.
- 4.18.2 Knowledge Services acknowledges that, at any time during such probationary period, the State may determine that a resource is not suitable for the assignment



for reasons related to experience level, performance, qualification, skill or technical proficiency.

- 4.18.3 Knowledge Services may remove such resource from the assignment. In such event, the State shall have no obligation to pay for any of the hours worked by such resource during such probationary period.

4.19 Other Entity Usage

Orders for the University and Community College System, the Legislative Counsel Bureau, political subdivisions, and other entities authorized to use statewide contracts in the State of Nevada shall follow using entity policy. The State is not liable for the obligations of any political subdivision which joins or uses any contract resulting from this agreement.

4.20 Billing Submission: Timeliness

The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

4.21 Inspection & Audit

- 4.21.1 Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- 4.21.2 Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal

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agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

- 4.21.3 Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

4.22 Contract Termination

- 4.22.1 Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this Contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4.6, Notice*.

If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

- 4.22.2 State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- 4.22.3 Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Section 4.22.4*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

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- 4.22.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 4.22.3.2 If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 4.22.3.3 If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4.22.3.4 If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 4.22.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 4.22.3.6 If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- 4.22.4 Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 4.6, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the Contract upon breach under **Section 4.19.3**, shall run concurrently, unless the notice expressly states otherwise.
- 4.22.5 Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
 - 4.22.5.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and



otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- 4.22.5.2 Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 4.22.5.3 Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4.22.5.4 Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 4.33, State Ownership of Proprietary Information*.

4.23 Remedies

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

4.24 Limited Liability

The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

4.25 Force Majeure

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the

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intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

4.26 Indemnification and Defense

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

4.27 Representations Regarding Independent Contractor Status

Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

4.28 Insurance Schedule

Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in ***Attachment AA, Insurance Schedule*** incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition. The State reserves the right to review the insurance limits during the term of the Contract should there be an incident or significant change to the Contract's scope.

- 4.28.1 Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in ***Attachment AA, Insurance Schedule***, incorporated hereto by attachment. Unless specifically stated herein or otherwise



agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

4.28.1.1 Final acceptance by the State of the completion of this Contract; or

4.28.1.2 Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

4.28.2 General Requirements.

4.28.2.1 Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

4.28.2.2 Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

4.28.2.3 Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

4.28.2.4 Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand

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dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

4.28.2.5 Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown in *Section 3.2, Participating Entity – State of Nevada*.

4.28.2.6 Approved Insurer: Each insurance policy shall be:

A. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and

B. Currently rated by A.M. Best as "A-VII" or better.

4.28.3 Evidence of Insurance. Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

4.28.3.1 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 4.28.1, Insurance Coverage*.

Email or mail all required insurance documents to the State Contracting Agency identified in *Attachment AA, Insurance Schedule*.



- 4.28.3.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 4.28.2, General Requirements.*
- 4.28.3.3 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4.28.3.4 Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

4.29 Compliance with Legal Obligations

Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

4.30 Waiver of Breach

Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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4.31 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

4.32 Assignment/Delegation

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

4.33 State Ownership of Proprietary Information

Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

4.34 Public Records

Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

4.35 Confidentiality

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

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4.36 Federal Funding

In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

- 4.36.1 Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- 4.36.2 Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
- 4.36.3 Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

4.37 Lobbying

The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- 4.37.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 4.37.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 4.37.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

**4.38 General Warranty**

Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

4.39 Proper Authority

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

4.40 Disclosures Regarding Current or Former State Employees

For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

4.41 Assignment of Antitrust Claims

Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has, or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.

4.42 Boycott of Israel Prohibited

Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel as defined in NRS 333.338(3)(a).

4.43 Governing Law: Jurisdiction

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

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4.44 Entire Contract and Modification

This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

4.45 Administrative Fee

- 4.45.1 Contractor shall pay a quarterly administrative fee payable to the “State of Nevada Purchasing Division”. The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all services and products provided under the Contract during the quarter beginning the date of execution of this Contract.
- 4.45.2 All administrative fee payments shall include the Contract number on the required documents. If submitting an administrative fee payment for more than one contract, then a separate payment and associated documents shall be submitted by the Contractor for each contract.
- 4.45.3 The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end (*refer to Section 4.48, Fee Payment and Report Schedule*).
- 4.45.4 The template for the required Quarterly Administrative Fee and Usage Report outlined below in *Section 4.46, Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report* and *Section 4.47, Nevada Purchasing Division Statewide Contract Quarterly Usage Report* may be downloaded from the Purchasing Division website at <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

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4.46 Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from State agencies, the University and Community College System, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the Contract.

4.47 Nevada Purchasing Division Statewide Contract Quarterly Usage Report

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase - if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the service or product purchased.
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the service or product purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

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4.48 Fee Payment and Report Schedule

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee and Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31 st	May 15 th
June 30 th	August 14 th
September 30 th	November 14 th
December 31 st	February 14 th

4.49 Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee and Usage Report by providing thirty (30) calendar days written notice to Contractor. The Purchasing Division may unilaterally amend the Contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee and Usage Report. Contractor understands and agrees that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all Contract terms, as amended.

4.50 Timely Reports and Fees:

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this Contract.

5. SUBCONTRACTORS:

All contractors, dealers, and resellers authorized in the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. ORDERS:


Any order placed by a Participating Entity or Purchasing Entity for a service and/or product available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



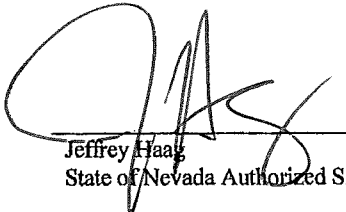
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Led by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by parties below.


Julianna M. Bielawski
Guidesoft, Inc. dba Knowledge Services
Independent Contractor's Signature

10/2/2018
Date

CEO
Independent Contractor's Title


Jeffrey Haag
State of Nevada Authorized Signature

10-5-2018
Date

Administrator
Title



APPROVED BY BOARD OF EXAMINERS

Signature -- Board of Examiners

On: 11-13-2018
Date

Approved as to form by:

On:


Deputy Attorney General for Attorney General

4 Oct 18
Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

*Please email fully executed PDF copy of this document to:
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.*

Attachment AA Insurance Schedule

-

**Guidesoft, Inc. dba Knowledge
Services**

**Attachment AA - Insurance Schedule for
Guidesoft, Inc. dba Knowledge Services
Utah Cooperative Agreement AR2504
CETS #21167**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability –Claims Made Form.** If Claims Made, the Retroactive Date and Pending and Prior Date should be prior to the inception date of the contract. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

**Attachment AA - Insurance Schedule for
Guidesoft, Inc. dba Knowledge Services
Utah Cooperative Agreement AR2504
CETS #21167**

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability - can be waived if contract does not involve use of motor vehicles.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology Errors and Omissions / Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**Attachment AA - Insurance Schedule for
Guidesoft, Inc. dba Knowledge Services
Utah Cooperative Agreement AR2504
CETS #21167**

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

- a. This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties
- b. The retroactive coverage date shall be no later than the effective date of this contract.
- c. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance

Bond or Policy Limit **\$1,000,000.00**

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**Attachment AA - Insurance Schedule for
Guidesoft, Inc. dba Knowledge Services
Utah Cooperative Agreement AR2504
CETS #21167**

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

**State of Nevada – Purchasing Division
Attention: Ryan Vradenburg
515 E. Musser Street, Suite 300
Carson City, NV 89701
rvradenburg@admin.nv.gov**

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

**State of Nevada – Purchasing Division
Attention: Ryan Vradenburg
515 E. Musser Street, Suite 300
Carson City, NV 89701
rvradenburg@admin.nv.gov**

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action