



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1886131

Procurement Type: Central Master Agreement

Vendor ID: VS0000016600

Legal Name: Flairsoft Ltd.

Alias/DBA:

Total Bid: \$3,096,745.60

Response Date: 04/14/2026

Response Time: 12:27

Responded By User ID: Flairsoft

First Name: Dheeraj

Last Name: Kulshrestha

Email: billing@flairsoft.net

Phone: 7326890138

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000079

Published Date: 3/31/26

Close Date: 4/14/26

Close Time: 13:30

Status: Closed

Solicitation Description: WVDOT IT Temporary Staffing Services (81260081)

Total of Header Attachments: 5

Total of All Attachments: 5



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1886131  
**Solicitation Description:** WVDOT IT Temporary Staffing Services (81260081)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-04-14 13:30	SR 0803 ESR03232600000006238	1

**VENDOR**  
 VS0000016600  
 Flairsoft Ltd.

**Solicitation Number:** CRFQ 0803 DOT2600000079  
**Total Bid:** 3096745.600000000093132257461 **Response Date:** 2026-04-14 **Response Time:** 12:27:48  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Senior Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Senior Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				659152.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** This cost is the extended cost for Year 1 - Year 4. Hourly rates for each year are provided in the Exhibit A - Pricing Page.

**Extended Description:**

PC Programmer Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior PC Programmer Analyst				748217.60

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** This cost is the extended cost for Year 1 - Year 4. Hourly rates for each year are provided in the Exhibit A - Pricing Page.

**Extended Description:**

Senior PC Programmer Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Application SQL Server Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Application SQL Server Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application Oracle Server Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.

**Extended Description:**

Senior Application Oracle Server Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	GIS Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.**Extended Description:**

GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior GIS Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.**Extended Description:**

Senior GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	GIS Architect				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** We are not bidding on this specification.**Extended Description:**

GIS Architect

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	GIS Application Developer				788923.20

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** This cost is the extended cost for Year 1 - Year 4. Hourly rates for each year are provided in the Exhibit A - Pricing Page.**Extended Description:**

GIS Application Developer

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Senior GIS Application Developer				900452.80

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** This cost is the extended cost for Year 1 - Year 4. Hourly rates for each year are provided in the Exhibit A - Pricing Page.

**Extended Description:**

Senior GIS Application Developer

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2600000079**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge the addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of the addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Flairsoft Limited

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

4/14/2026

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT260000079**

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**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

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Flairsoft Limited

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

4/14/2026

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/28/2001	200124000598	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

FLAIRSOFT, LTD.  
ATTN D KULSHRESTHA  
186 LAKE BLUFF DRIVE  
COLUMBUS, OH 43235

**STATE OF OHIO****Ohio Secretary of State, J. Kenneth Blackwell**

1249221

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**FLAIRSOFT LTD.**

and, that said business records show the filing and recording of:

Document(s)

**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):

**200124000598**

United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 27th day of August, A.D.  
2001.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Filing Reference Guide** ( using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:  
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee of \$100.00  
 Expedite

**APPROVED**  
By JPM  
Date 8/27/01  
Amt. 125.00

### ARTICLES OF ORGANIZATION

(Under Section 1705.04 of the Ohio Revised Code)  
Limited Liability Company

The undersigned, desiring to form a limited liability Company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

**FIRST:** The name of said limited liability company shall be:  
Flairsoft Ltd.  
(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

**SECOND:** **(OPTIONAL)** This limited liability company shall exist for \_\_\_\_\_

**THIRD:** The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is **(OPTIONAL)** :  
186 Lake Bluff Drive  
( street address or post office box )

Columbus , OH 43235  
( city, village, or township ) ( state ) ( zip code )

Please check this box if additional provisions are attached.

Provisions attached hereto are incorporated herein and made a part of these articles of organization.

RECEIVED  
SECRETARY OF STATE  
2001 AUG -7 PM 1:37  
CLIENT SERVICE CENTER

RECEIVED  
SECRETARY OF STATE  
2001 AUG 27 AM 9:25  
CLIENT SERVICE CENTER

**J. Kenneth Blackwell**  
Secretary of State

**FOURTH:** Purpose (optional)

This company is setup to provide premium services and solutions in Information Technology. We  
specialize in Manufacturing and Finance and have extensive off-shore collaboration to execute  
projects in a cost effective for our clients.

IN WITNESS WHEREOF, we have hereunto subscribed our names on 8/7/01  
(date)

Signed [Signature]  
Name: Dheeraj Kulshrestha

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

( If insufficient space for all signatures, please attach a separate sheet containing additional signatures )



# J. Kenneth Blackwell

Prescribed by:  
**J. Kenneth Blackwell**  
Secretary of State  
30 East Broad St. LL  
Columbus, Ohio 43266-0418

## ORIGINAL APPOINTMENT OF AGENT (for limited liability company)

The undersigned, being at least a majority of the members of Flairsoft Ltd.,  
(name of limited liability company)

hereby appoint Dheeraj Kulshrestha to be the agent upon whom any process, notice or  
(name of agent)

demand required or permitted by statute to be served upon the limited liability company may be served. The complete address of the agent is:

186 Lake Bluff Drive  
(street address P.O. Boxes are not acceptable)  
Columbus, Ohio 43235  
(city, village, township) (zip)

By: [Signature]  
( authorized member, manager, or representative )  
Name: Dheeraj Kulshrestha

By: \_\_\_\_\_  
( authorized member, manager, or representative )  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
( authorized member, manager, or representative )  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
( authorized member, manager, or representative )  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
( authorized member, manager, or representative )  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
( authorized member, manager, or representative )  
Name: \_\_\_\_\_

### ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for Dheeraj Kulshrestha  
(name of limited liability company)  
hereby acknowledges and accepts the appointment of agent for said limited liability Company.

[Signature]  
(Agent's signature)



## Subcontract Agreement for the OH ITSA Program

This Subcontract Agreement (the "Agreement") is made and effective this date, 28 of June, 2021, and is applicable to subcontracts under the below referenced Prime Contract, and is between OST, Inc. ("Contractor"), located at 2010 Corporate Ridge, Suite 1000, McLean VA 22102 and Flairsoft Ltd. ("Subcontractor") located at 7720 Rivers Edge Drive, Ste#200, Columbus Ohio 43235

**WHEREAS**, Contractor has a periodic need for IT Staffing Services under the State of Ohio Managed Service Provider ("MSP") for IT Staff Augmentation Services – RFP 0A1300 Contract; and

**WHEREAS**, Subcontractor has experience and is in the business of providing such staffing services and is willing to provide such services to Contractor.

**WHEREAS**, Contractor and Subcontractor, having carefully assessed the interests of the other, have concluded that an agreement between them for such services would be mutually beneficial.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **PRIME CONTRACT NUMBER:** OA1300

2. **TYPE OF AGREEMENT:** Labor Hour

3. **PURPOSE**

3.1. The purpose of this Subcontract Agreement (the "Agreement") is to provide the framework under which the Subcontractor shall provide IT Staffing Services to the Contractor for the State of Ohio within the terms and conditions set forth herein.

4. **GENERAL TERMS AND CONDITIONS**

4.1. General terms and conditions applicable to this Agreement are set forth in Appendix A, attached hereto, and incorporated by reference herein.

5. **SCOPE OF WORK**

5.1. The General Scope of Work ("SOW") is set forth in Appendix B, attached hereto and incorporated herein by reference. The individual services to be performed ("Services") shall be within the SOW.

6. **SERVICES & PROCEDURES**

- 6.1. Procedures for placing staffing resources (the Resource(s)) under this Agreement are detailed at Appendix B.
- 6.2. Bid and Proposal (B&P) costs of preparing staffing/placement proposals will not be reimbursed as a direct cost to this Agreement.
- 6.3. Subcontractor shall perform within the level of effort/labor hours authorized issued by Contractor and the State of Ohio and shall not perform additional level of effort/labor hours without advance written authorization of Contractor. Contractor is not obligated to reimburse the Subcontractor for unauthorized level of effort/labor hours or services outside of the period of performance.
- 6.4. Initial Candidate Performance Period. If a resource begins work for a particular agency, and the agency determines within the first week (5 business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be removed immediately, and the agency will not pay for the work conducted by the unacceptable resource.
- 6.5. Performance Evaluation Requirements: Subcontractor shall meet the following requirements as part of performance:
  - Subcontractor shall actively participate by submitting Candidates to Requisitions.
  - Subcontractor shall meet deadlines for Candidate Submission Forms.



## Subcontract Agreement for the OH ITSA Program

- For each Requisition, Subcontractor shall only submit a Candidate who possesses the qualifications that Contractor identifies as “Required.”
- Subcontractor shall use reasonable efforts to ensure the truthfulness of each Candidate Submission Form.
- Subcontractor shall use reasonable efforts to ensure that each Candidate meets scheduled interviews.
- Subcontractor shall use reasonable efforts to ensure that each selected Resource reports for work as scheduled.
- Subcontractor shall ensure timely and accurate submission of weekly timesheets by each Resource of Subcontractor.
- Subcontractor shall use reasonable efforts to ensure State of Ohio and Contractor satisfaction with the job performance of each Resource.
- Subcontractor shall ensure that each Resource provides the State and the Contractor with two weeks advance notice of resignation.

### 7. PERIOD OF PERFORMANCE

7.1. The period of performance for this Agreement shall be in accordance with the below schedule:

Base Period	1 July 2021 to 30 June 2023
Option Period 1	1 July 2023 to 30 June 2025
Option Period 2	1 July 2025 to 30 June 2027

7.2. PLACE OF PERFORMANCE

Work shall be performed at various locations in the State of Ohio, including government facilities, on government-owned equipment as directed by Contractor and/or the State of Ohio.

7.3. Normal Duty Hours:

Normal duty hours are between 0800 and 1700 local time unless otherwise directed by the Contractor or State of Ohio..

### 8. BILLABLE/NON-BILLABLE HOURS

In order for work hours to be billed, services must have been performed in direct support of a requirement in the SOW, be entered in the designated timekeeping systems and approved by the State of Ohio and Contractor.

### 9. FEES, PAYMENT AND INVOICING

- 9.1. Subcontractor timesheets shall be submitted using Contractor’s automated system (“VMS”), by 12:00 pm eastern time every day for the prior work day.
- 9.2. The Contractor shall pay to Subcontractor the hourly rate for each Subcontractor Resource accepted by the State of Ohio less 1.96% which shall be retained by the Contractor. The Labor Category rates listed in **Appendix C** are the NTE (Not to Exceed) amount for each Labor Category. No rate in excess of the NTE amount can be proposed or charged to the state of Ohio. The amount paid hereunder shall be all-inclusive. The Contractor and the State of Ohio will not pay for any costs in addition to the rate for the appropriate job title and skill category for a resource to perform his or her duties during an engagement with the State of Ohio. This includes, but is not limited to, training, certifications, parking, background checks and security badges.
- 9.3. No overtime, holiday, or shift premiums will be paid to the Subcontractor.
- 9.4. The Subcontractor shall be compensated only for work performed to the satisfaction of the State of Ohio which is indicated by the approval of timesheets by the State of Ohio Agency.
- 9.5. Subcontractor shall not be required to submit invoices; all payments will be based on the approved timesheets.
- 9.6. Contractor shall pay Subcontractor within five business days of confirmed receipt of payment from the State of Ohio for the services provided by Subcontractor.
- 9.7. Other Payment Options: OST will fund early payments as provided below:



## Subcontract Agreement for the OH ITSA Program

- **Early Payment Option 1:** Contractor shall use its best efforts to pay Subcontractors for all approved time and/or expenses that have been invoiced to the State of Ohio according to the payment schedule on the OST Ohio website at <https://ohitsa.ostglobal.com>. This payment option is subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor.
  - **Early Payment Option 2:** Contractor shall use its best efforts to pay Subcontractors for all approved time and/or expenses that have been invoiced to the State of Ohio according to the payment schedule on the OST Ohio website at <https://ohitsa.ostglobal.com>. This payment option is subject to a discount of one and a half percent (1.5%) of the invoice amount to be retained by Contractor.
  - Once a Payment Option has been established it cannot be changed for a period of six months.
- 9.8. Prior to placing any Resources, Subcontractor shall provide Contractor with a completed and signed W-9 form and certificate(s) of insurance.
- 9.9. Payment inquiries shall be submitted to [accounting@ostglobal.com](mailto:accounting@ostglobal.com).
- 9.10. Contractor may set off against amounts due to be paid Subcontractor any amount owed by Subcontractor to Contractor.

### 10. SUBCONTRACTOR PERSONNEL

- 10.1. Subcontractor shall provide the personnel to perform the Services, the "Resource(s)". The personnel are considered to be essential to the work performed and Subcontractor shall not replace any such Resource. If a Resource leaves the program or terminates their services Subcontractor shall immediately notify the Contractor upon learning of the change.

### 11. AUTHORIZED CHANGES IN SERVICES OR PAYMENT

The Contractor's Sr. Contracts Manager, or Program Manager, are the only representatives of Contractor authorized to approve changes in the Services or approve any change to the payment terms or amounts. Such changes made by Subcontractor without written authorization by Contractor's Sr. Contracts Manager or Program Manager shall be performed at Subcontractor's sole risk and expense.

### 12. NOTICE

- 12.1. Contractor's Program Manager for the Prime Contract, Drew Ellis, is responsible for supervision of all technical aspects of the Services.
- 12.2. Notice given by any party shall be in writing and shall be deemed given five (5) calendar days from the date deposited with the United States Postal Service, postage prepaid, return receipt requested, with a commercial courier service for overnight delivery, or upon actual delivery to the other party at the address listed below or immediately upon confirmation of receipt of an email :

Contractor	Subcontractor
OST, Inc	Flairsoft Ltd.
Attention: Senior Contracts Manager	Atten: Nick Kulshrestha
2010 Corporate Ridge, Suite 1000	7720 Rivers Edge Drive, Ste#200
McLean VA 22102	Columbus Ohio 43235
<a href="mailto:contracts@ostglobal.com">contracts@ostglobal.com</a>	<a href="mailto:nick@flairsoft.net">nick@flairsoft.net</a>

### 13. FEDERAL, STATE, AND LOCAL TAXES

Contractor shall not withhold or pay federal, state, or local income taxes or payroll taxes of any kind on behalf of the Subcontractor or the employees/Resources of the Subcontractor. Contractor shall not treat the Subcontractor as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

### 14. NOTICE TO SUBCONTRACTOR ABOUT ITS TAX DUTIES AND LIABILITIES

The Subcontractor understands that he or she is responsible to pay, according to law, the Subcontractor's federal and state income taxes, and that Contractor is not withholding or paying any portion of Subcontractor's taxes. If the Subcontractor is not a corporation, the Subcontractor further understands that the Subcontractor may be liable for self-employment (Social Security) tax, to be paid by the Subcontractor according to law.

### 15. DISPUTES AND CHOICE OF LAW



## Subcontract Agreement for the OH ITSA Program

Both parties shall attempt in good faith to resolve disputes arising hereunder. Pending resolution of any dispute, Subcontractor agrees to proceed diligently with the performance of this Subcontract.

The Subcontract shall be governed by the laws of the State of Ohio, with the exception of its conflict of laws provisions. All controversies or disputes arising out of this Subcontract shall be heard in a Court of competent jurisdiction in the State of Ohio. Each party hereby waives: any objections to lack of jurisdiction, venue, or inconvenient forum; and any right to a jury trial.

### 16. CURE NOTICE:

If Contractor provides a Cure Notice to the Subcontractor for lack of performance, Subcontractor has ten (10) business days to respond to Contractor with a resolution of such Cure. If Contractor does not agree to the resolution provided by Subcontractor, Contractor will have the right to terminate all or part of the Subcontract or Task Order being performed.

### 17. INDEPENDENT CONTRACTOR STATUS

The Subcontractor expressly represents and warrants to Contractor that (1) the Subcontractor shall act solely as an Independent Contractor, not as an employee or agent of Contractor; and (2) the Subcontractor is not authorized to enter into contracts or agreements on behalf of Contractor or to otherwise create obligations of Contractor to third parties.

### 18. STATE AND FEDERAL LABOR LAWS

Subcontractor shall adhere to all applicable State of Ohio and Federal Labor laws.

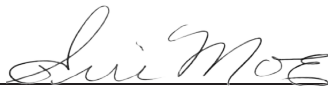

### 19. ADDITIONAL TERMS & CONDITIONS (Government Prime Contract)

Subcontractor shall perform the Services in accordance with the applicable Prime Contract clauses. Subcontractor's attention is specifically directed to the list of applicable Prime Contract and State of Ohio clauses set forth in Appendix D, attached hereto and incorporated herein by reference.

### 20. ENTIRE AGREEMENT

Both parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

**IN WITNESS WHEREOF**, Contractor and Subcontractor have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OST, Inc.		SUBCONTRACTOR	
Signature		Signature	
Name	Eric Moe	Name	Neeraj Kulshrestha (Nick)
Title	Senior Contracts Manager	Title	Sr VP
Date	29 June 2021	Date	-6/28/2021

**MASTER SERVICES AGREEMENT  
for the STATE OF UTAH**

This Master Services Agreement (this “Agreement” or “Contract”), dated the 19 day of February 20 21 (the “Effective Date”), is made by and between GuideSoft, Inc. dba Knowledge Services with an address of 5875 Castle Creek Parkway, Suite 400, Indianapolis, IN 46250, (“Knowledge Services”), and Flairsoft Ltd. , with an address of 7720 Rivers Edge Dr, Suite 200, Columbus OH 43235 (“Vendor”).

WHEREAS, Knowledge Services has been contracted by the State of Utah (“the State”) to be the Managed Service Provider (“MSP”);

WHEREAS, Knowledge Services desires to engage the Vendor to provide certain temporary information technology staffing services (“Services”) as described herein to State agencies (“Agency” or “Agencies”);

WHEREAS, Vendor desires to undertake such work;

WHEREAS, the parties mutually desire to set forth the terms and conditions under which such Services shall be provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Knowledge Services and Vendor agree as follows:

**1. DEFINITIONS:**

- a. “Acceptance” means the Customer’s acceptance of the Goods, Custom Deliverables, or Services furnished by Vendor pursuant to this Contract.
- b. “Access to Secure State Facilities, Data, and Technology” means Vendor will (A) enter upon secure premises controlled, held, leased, or occupied by Customer; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by Customer; or (C) have access to or receive any State Data or Confidential Information during the course of performing this Contract.
- c. “Authorized Persons” means the Vendor’s employees, officers, partners, Subcontractors or other agents of Vendor who need to access State Data or Confidential Information to enable Vendor to perform its responsibilities under this Contract.
- d. “Confidential Information” means information that is deemed as confidential under applicable record laws. Customer reserves the right to identify, during and after the Contract Period, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Vendor.
- e. “Contract” means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- f. “Vendor” means the individual or entity delivering the Goods, Custom Deliverables, or performing the Services identified in this Contract. The term “Vendor” shall include Vendor’s agents, officers, employees, partners, and/or any other person or entity for which Vendor may be liable under federal, state, or local laws.
- g. “Custom Deliverables” means the Work Product that Vendor is required to deliver to the Customer under this Contract.

- h. "Customer" means an authorized user of this Contract, including State of Utah agencies, or any other entity authorized by the laws of the State of Utah to participate in cooperative contracts (including but not limited to political subdivisions, public authorities, public benefit corporations, nonprofit organizations, and certain other entities set forth in law, including agencies of the federal government), or the State of Utah acting on behalf of one or more such agencies or other entities, provided that each such Customer shall be held solely responsible for liabilities or payments due as a result of its participation.
- i. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in the use, disclosure, or theft of State Data or Confidential Information. It is within the sole discretion of Customer to decide whether the unauthorized access is a Security Incident or a Data Breach.
- j. "Division of Purchasing" means the State of Utah's Division of Purchasing.
- k. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states.
- l. "Goods" means any deliverable not classified as a Custom Deliverable or Service that Vendor is required to deliver to Customer under this Contract.
- m. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
- n. "Personal Data" means data that includes information relating to a person that identifies the person and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- o. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- p. "Purchase Order" means Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- q. "Security Incident" means the potentially unauthorized access by non-authorized persons to State Data that Vendor believes could reasonably result in the use, disclosure or theft of State Data within the possession or control of the Vendor. A Security Incident may or may not turn into a Data Breach. It is within the sole discretion of the Customer to decide whether the unauthorized access is a Security Incident or a Data Breach.
- r. "Services" means the furnishing of labor, time, or effort by Vendor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.
- s. "State Data" means all Non-Public Data, Personal Data, Protected Health Information, or Confidential Information created or in any way originating with Customer, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Customer, whether such data or output is stored on Customer's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by Customer or by the service provider. State Data includes any federal data, that Customer controls or maintains, that is protected under federal laws, statutes, and regulations.

- t. "State of Utah" or "State" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- u. "Subcontractor" means a subcontractor or subconsultant, at any tier, that are under the direct or indirect control or responsibility of Vendor, and includes all independent contractors, agents, employees, or anyone else for whom the Vendor may be liable, at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Vendor's manufacturers, distributors, and suppliers.
- v. "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Vendor or Vendor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by Customer. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Customer intellectual property or Vendor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.

**2. SERVICES:**

- a. Vendor shall provide Services in accordance with the specifications set forth in this Contract, including all Exhibits attached to this Contract, and as specifically set forth in the dotStaff™ vendor management system ("dotStaff" or "VMS"). The terms of this Contract shall govern when Vendor provides contingent staff resources ("Resource(s)") as part of the Knowledge Services MSP Program ("MSP Program"). By executing this Contract, Vendor represents that it has the requisite expertise to satisfactorily perform the services as described in this Contract, and that all candidates must be of high quality and possess the skills identified in the assignment.
- b. Vendor shall only allow approved Resources to work on any temporary assignment.
- c. The relationship established by this Contract is nonexclusive. In the event that Knowledge Services and/or the State deems it necessary and appropriate, Knowledge Services may obtain Services and Resources other than through Vendor.

**3. LICENSE; OWNERSHIP OF SOFTWARE:**

- a. Knowledge Services shall administer and manage the process of identifying and acquiring Resource(s) through Vendor using the VMS, in accordance with the terms of this Contract; provided that the State shall make the final selection of any Resources presented by Vendor.
- b. Knowledge Services hereby grants to Vendor a non-exclusive, non-transferable, non-assignable worldwide, license to access and use the VMS hosted on the dotStaff™ website, located at [www.dotstaff.com](http://www.dotstaff.com), in conjunction with the terms of this Contract.
- c. The parties hereby acknowledge and agree that all rights, title and interest in and to the VMS and the documentation are, and shall remain, vested solely in Knowledge Services or the applicable owner.
- d. Knowledge Services maintains information about Vendor and the fulfillment of Services on servers and/or database systems either used or owned by Knowledge Services. This information includes, but is not limited to, Vendor information, bids, resumes, budget and other information. Vendor agrees that Knowledge Services may use such information in an anonymous, aggregate form for marketing and promotional uses only. Knowledge Services will not sell or otherwise distribute Vendor email addresses, financial information, or any other such information. Knowledge Services shall exercise all reasonable efforts to maintain and preserve the privacy of Vendor. Knowledge Services may, however, disclose Vendor account information in the good faith belief that such action is reasonably necessary to: (1) comply with a legal order or (2) enforce this Contract. Vendor is entirely responsible for any and all activities that occur in connection with Vendor accounts and passwords. Vendor agrees to keep its

password(s) confidential, and to notify Knowledge Services promptly if Vendor has any reason to believe that the security of a Vendor account has been compromised.

- e. Vendor warrants that: (1) it has the authority and the right to enter into this Contract, to perform Services hereunder, and that its obligations hereunder are not in conflict with any other obligations; (2) its Resources have the proper skill, training and background necessary to accomplish assigned tasks; and (3) all Services will be performed in a competent and professional manner, by qualified personnel and will conform to the requirements hereunder.
  - f. Knowledge Services makes and Vendor receives **NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
  - g. Vendor agrees that it is solely responsible for all actions and communications undertaken or transmitted under its account. Knowledge Services assumes no responsibility or liability for any content entered or otherwise transmitted by Vendor, the State, Resources or any other third parties. Knowledge Services assumes no liability for any mistakes, defamation, slander, libel, falsehoods, omissions, obscenity or pornography that Vendor might encounter through the use of this service.
  - h. Knowledge Services reserves the right, but does not have the obligation, to remove any content or materials that it deems objectionable at any time. Knowledge Services may delete Vendor content and/or terminate Vendor accounts which Knowledge Services believes (1) involve fraudulent or illegal content; (2) are the subject of complaints regarding conduct or performance; or (3) are the subject of a government complaint or investigation. Knowledge Services may periodically delete stored resumes and/or other information if it becomes necessary, or in its own discretion, determines is obsolete.
  - i. Knowledge Services reserves the right to perform periodic modifications to the VMS including but not limited to customary maintenance, bug fixes, and upgrades, as Knowledge Services deems necessary or desirable. Such modifications do not require prior notification of Vendor, and may involve the temporary interruption of the VMS, for which Knowledge Services expressly disclaims any liability or responsibility. Knowledge Services will, however, make all reasonable efforts not to disrupt Vendor's access to the VMS for an unreasonable period of time.
4. **LAWS AND REGULATIONS:** Vendor agrees that it is solely responsible for disbursing compensation to Resource(s), determining, providing, and paying for benefits, if any, for Resource, and handling other matters related to the terms and conditions of employment for the Resource. Vendor shall be responsible for compliance with federal and state employment-related laws, and payment of federal and state employment taxes, costs and fees applicable to Resource(s) provided for the State. Vendor shall supply Resource(s) who meet qualifications established by position descriptions.

Vendor acknowledges that it is responsible for compliance with Employer of Record and other requirements whether performed by subcontractor(s). Vendor is responsible for all services provided by it or its subcontractor(s). Neither Knowledge Services nor the State shall be liable to Vendor in any way for any reason under this Contract.

5. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract, including any Purchase Orders, or any act of the Division of Purchasing, Customer or the State be a waiver by the Division of Purchasing, Customer, or the State of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other 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.
6. **RECORDS ADMINISTRATION:** Vendor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made by Knowledge Services, on behalf of the State, to Vendor under this Contract. These records shall be retained by Vendor for at least six (6) years after final payment, or until all audits by the Division of Purchasing, Customer, or the State initiated within the six (6) years have been completed, whichever is later. Vendor agrees to allow State auditors, federal auditors, and the State's staff access to all the payment records related to this Contract for audit and inspection. Such access will be during normal business hours or by appointment.

7. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM:"**

a. **Status Verification System**

1. Vendor certifies as to its own entity, under penalty of perjury, that Vendor has registered and is participating in the Status Verification System to verify the work eligibility status of Vendor's new employees that are employed in the State in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
2. Vendor shall require that its Subcontractors certify to Vendor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.
3. Vendor's failure to comply with this section will be considered material breach of this Contract.
4. Manually or electronically signing this Contract is deemed Vendor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including Section 63G-12-302, Utah Code, as amended.

b. **Indemnity Clause for Status Verification System**

Vendor shall protect, indemnify, and hold harmless, Knowledge Services, the Division of Purchasing, Customer, and the State, and anyone that the State may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Vendor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Vendor or Subcontractor may be liable.

8. **CONFLICT OF INTEREST:** Vendor represents that none of its officers or employees are officers or employees of the State, unless disclosure has been made in accordance with 67-16-8, Utah Public Officers' and Employees Ethics Act of the Utah Code, as amended.
9. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Vendor agrees to comply and cooperate in good faith will all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
10. **INDEPENDENT CONTRACTOR:** Vendor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Knowledge Services, the Division of Purchasing, Customer, or the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Knowledge Services, the Division of Purchasing, Customer or the State, except as herein expressly set forth. Compensation shall be the total amount payable to Vendor. Vendor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received under this Contract.
11. **SECURITY, SAFETY, AND UNACCEPTABLE RESOURCES:** Vendor's Resource (including any Resources from subcontractors) shall conform in all respects with regard to physical, fire and security and safety regulations while on the State's premises. In the event that a Resource fails to adhere to the State's directions or security and safety regulations, leaves the project or assignment voluntarily, or demonstrates that they are not qualified to perform the required duties, including failure to perform to the specifications within the SOW, within the first week (five (5) business days), Knowledge Services shall notify Vendor and the Resource shall be replaced as soon as possible, and neither Knowledge Services nor the State shall be invoiced or pay for the work conducted by the unacceptable resource. If a resource begins work for a particular agency, and the agency determines within the first week (five (5) business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the State shall not pay for the work conducted by the unacceptable resource.

Vendor shall be responsible and liable for the work and actions of any Resource (including any Resources from subcontractors). Knowledge Services will work with Vendor on addressing any issues or taking disciplinary actions if needed for Resources. Knowledge Services and the State reserve the right to remove any Resource from this program at its discretion.

When a Resource leaves, at any time, Vendor shall be responsible for any unreturned keys, ID badges, issued equipment, etc. If such items are not returned to the State within five (5) working days, Knowledge Services (on behalf of the State) shall invoice Vendor for the exact replacement cost which shall include any changes required to prevent a security breach, as directed by the State (i.e. rekeying locks, etc.), or shall deduct such amounts from Vendor's payables, if any. If invoiced, Vendor shall pay this invoice within *fourteen (14) days*.

Vendor will demonstrate a high level of quality control standards and service. For the Executive Branch Agencies purchasing IT consulting/SOW services, Vendor will be required to follow current State of Utah Department of Technology processes and procedures for background check and on-boarding processes.

Vendor agrees to only submit candidates who are able to pass a criminal background check prior to being recommended to the State and only submit those who meet the requirements outlined in the SOWs, including but not limited to technical requirements, licensing/certifications, malpractice insurance, disciplinary actions on licensing, etc.

12. **VENDOR ACCESS TO SECURE STATE FACILITIES, STATE DATA AND TECHNOLOGY:** If Vendor will have Access to Secure State Facilities, Data, and Technology under this Contract, then any employee of Vendor, or Vendor's Subcontractor(s), with such access, is required to complete a Federal Criminal Background Check, or other required checks as communicated to Vendor, and at Vendor's sole expense, unless otherwise communicated to Vendor. A Federal Criminal Background Check may be completed by Vendor (at its own expense) and the results provided to the State, or Vendor may provide the State with sufficient personal information (at Vendor's own expense) so that a Federal Criminal Background Check may be completed by the State. Knowledge Services and the State may also require employees of Vendor and Subcontractor(s) to be fingerprinted prior to beginning work on the State's premises. Vendor shall comply with all background check policies, set forth in Exhibit B, prior to the applicable start date for any Resource provided to the State.
- (i) If Vendor elects to complete the Federal Criminal Check itself, then it must provide to Knowledge Services and the State the results of said background check before having Access to Secure State Facilities, Data, and Technology. The Federal Criminal Background Check must have been completed within two years prior to this Contract effective date. Knowledge Services and the State reserves the right to conduct additional background checks on employees of Vendor and its Subcontractor(s) if the provided background checks were deemed out of compliance with the State's standards.
  - (ii) If Vendor elects to provide sufficient personal information to the State to allow the State to perform the Federal Criminal Background Check, then it must do so prior to Vendor having Access to Secure State Facilities, Data, and Technology. "Sufficient personal information" means for Vendor to provide to the State, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and the state of issuance, and their birth date.

Vendor, in executing any duty or exercising any right under this Contract, shall not knowingly cause or permit any of its employees, or the employees of its Subcontractors, who have been convicted of a felony and misdemeanors, other than minor misdemeanors, to enter upon any premises controlled, held, leased,

or occupied by the State. A felony and misdemeanor are defined by the laws of the State, regardless of where the conviction occurred.

The State also will use this same information to complete a name check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke any access or security rights granted in the event of any negative results. Vendor agrees to notify Knowledge Services and the State of any arrests or convictions of any employee, agent, or employee of Vendor's Subcontractor(s) that will have Access to Secure State Facilities, Data, and Technology.

13. **DRUG-FREE WORKPLACE:** Vendor agrees to abide by the State's drug-free workplace policies while on Customer's or the State's premises. The State will provide Vendor with a copy of these written drug-free workplace policies upon request.
14. **CODE OF CONDUCT:** If Vendor is working at facilities controlled or owned by Customer or the State, Vendor agrees to follow and enforce the applicable code of conduct. Upon request, the State agrees to provide Vendor with a copy of any applicable code of conduct.
15. **INDEMNITY CLAUSE:** To the fullest extent permitted by law, Vendor shall indemnify and hold harmless Knowledge Services, Customer, Division of Purchasing, and the State from and against every kind and character of claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from any act or omission in Vendor's performance under this Contract including the work of all employees of Vendor and Subcontractors, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent or wrongful act or omission of Vendor or any Subcontractor. Vendor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, Knowledge Services, Customer, Division of Purchasing, or the State shall have the right, at its option, to participate in the defense of any such action without relieving Vendor of any obligation hereunder.

Vendor's indemnity obligation shall survive expiration or termination of this Contract. Vendor agrees that if there is a limitation of liability, such limitations of liability will not apply to injuries to persons, including death, or to damages to property. The insurance requirements in this Contract shall not be construed to limit Vendor's indemnity obligations.

16. **EMPLOYMENT PRACTICES CLAUSE:** Vendor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Vendor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Vendor further agrees to abide by any other laws, regulations, or orders that prohibit discrimination of any kind to any of Vendor's employees.
17. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
18. **AMENDMENTS:** This Contract may only be modified or amended upon mutual written agreement of Knowledge Services and Vendor. The terms and conditions of this Contract shall govern all transactions by Vendor under the Contract.
19. **DEBARMENT:** Vendor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

Contract, by any governmental department or agency. Vendor shall notify Knowledge Services within fifteen (15) days if it is debarred by any governmental entity during this Contract.

20. **TERMINATION:** Unless otherwise stated in this Contract, this Contract or a Purchase Order may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice being given by the other party. The party in violation will be given fourteen (14) calendar days after notification to correct and cease the violations, after which this Contract may be terminated for cause at any time. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) calendar days prior written notice being given the other party, provided that Knowledge Services and the State reserve the right to cancel a project or temporary assignment at any time upon written notice given to Vendor, and payment will not exceed compensation for actual work completed. The parties may agree to terminate this Contract prior to the expiration of the Contract Period by written agreement.

If Services apply to this Contract, then Vendor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Vendor agrees that in the event of such termination for cause or without cause, Vendor's sole remedy and monetary recovery from the State, via Knowledge Services, is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Vendor having to terminate other contracts necessarily and appropriately entered into by Vendor pursuant to this Contract. Vendor further acknowledges that in the event of such termination all Goods and Custom Deliverables under this Contract up to the date of termination are the property of the State and shall be promptly delivered.

21. **SUSPENSION OF WORK:** Should circumstances arise which would cause Knowledge Services, the Division of Purchasing or the State to suspend Vendor's responsibilities under this Contract or a Purchase Order, but not terminate this Contract or a Purchase Order, this will be done by formal written notice pursuant to the terms of this Contract. Vendor's responsibilities may be reinstated upon advance formal written notice from Knowledge Services, the Division of Purchasing or the State.

22. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:**

- a. Upon thirty (30) days written notice delivered to the Vendor, this Contract or a Purchase Order may be terminated in whole or in part by Knowledge Services at the sole discretion of the State, if the State reasonably determines that a change in federal or state legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract.
- b. Upon thirty (30) days written notice delivered to the Vendor, this Contract or a Purchase Order may be terminated in whole or in part, or have the Services and purchase obligations of the State proportionately reduced, by Knowledge Services, at the sole discretion of the State, if the State reasonably determines that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in federal or state funding, whether as a result of a legislative act or by order of the President or the Governor.
- c. If a notice is delivered under paragraph 1 or 2 of this Section "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," the State will make payment to Vendor, via Knowledge Services, for Goods or Custom Deliverables properly delivered or Services properly performed up until the effective date of said notice. Knowledge Services, the Division of Purchasing and the State will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said notice.
- d. Notwithstanding any other paragraph or provision of this Section "NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW," if the State, in said notice to Vendor by Knowledge Services, indicates that Vendor is to immediately cease from placing any orders or commitments with suppliers, subcontractor or other third parties, Vendor shall immediately cease such orders or

commitments upon receipt of said notice and Knowledge Services, the Division of Purchasing and the State shall not be liable for any such orders or commitments made after the receipt of said notice.

23. **SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by under this Contract are being paid from the State's funds and used in the exercise of customer's essential function as a government entity. The State will provide the Vendor with a copy of its sales tax exemption number upon request to Knowledge Services. It is the responsibility of Vendor to request the sales tax exemption number.
24. **HARDWARE WARRANTY:** Vendor agrees to warrant and assume responsibility for all hardware portions of the Goods or Custom Deliverables, that it licenses, contracts, or sells under this Contract, for a period of one (1) year, unless otherwise specified and mutually agreed upon elsewhere in this Contract. Vendor (seller) acknowledges that all warranties granted to the State (buyer) by the Uniform Commercial Code of the State apply to this Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Contract unless otherwise specified and mutually agreed upon elsewhere in this Contract. In general, the Vendor warrants that: (a) the hardware will do what Vendor says they would do in its Proposal; (b) the hardware will live up to all specific claims listed in Vendor's Proposal; (c) the hardware will be suitable for the ordinary purposes for which such hardware is used; (d) the hardware will be suitable for any special purposes that Vendor included in its Proposal; (e) the hardware has been properly designed and manufactured; and (f) the hardware is free of significant defects or unusual problems.
25. **SOFTWARE WARRANTY:** Vendor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Goods and Custom Deliverables, that Vendor licenses, contracts, or sells under this Contract, will: (a) perform in accordance with the specific claims provided in Vendor's Proposal and any specifications agreed to in this Contract; (b) the software will be suitable for the ordinary purposes for which such software is used; (c) the software will be suitable for any special purposes that Vendor included in its Proposal; (d) the software has been properly designed and manufactured; and (e) the software is free of significant defects or unusual problems. Vendor agrees to provide the State with bug fixes, including informing any the State of any known software bugs or software defects that may affect the use of the software.
26. **WARRANTY REMEDIES:** Upon breach of the hardware or software warranty, Vendor will repair or replace (at no charge to the State) the Goods or Custom Deliverables whose nonconformance is discovered and made known to Vendor. If the repaired and/or replaced products prove to be inadequate, or fail to meet the performance of its essential purpose, Vendor will refund the full amount of any payments that have been made for the failing products. 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.
27. **UPDATES AND UPGRADES:** Vendor grants to the State a non-exclusive, non-transferable license to use upgrades and updates provided by Vendor during this Contract. Such upgrades and updates are subject to the terms of this Contract. The State shall download, distribute, and install all updates as released by Vendor during this Contract, and Vendor strongly suggests that the State also download, distribute, and install all upgrades as released by Vendor during this Contract.
28. **BUG FIXING AND REMOTE DIAGNOSTICS:** Vendor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the State's prior written authorization, Vendor may perform remote diagnostics to work on reported problems, subject to Vendor's obligation of this Contract. In the event that the State declines remote diagnostics, Vendor and the State may agree to on-site technical support, subject to the terms of this Contract.
29. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Goods or Custom Deliverables that Vendor provides under this Contract, Vendor will use commercially reasonable

efforts to respond to the State in a reasonable time when the State makes technical support or maintenance requests regarding the Goods or Custom Deliverables.

30. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Vendor is given State Data as part of this Contract, then the protection of State Data shall be an integral part of the business activities of Vendor to ensure that there is no inappropriate or unauthorized use of State Data. To the extent that Vendor is given State Data, Vendor shall safeguard the confidentiality, integrity and availability of the State Data and comply with the following conditions:
- a. **Network Security:** Vendor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
    1. Those standards the State applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
    2. Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at:  
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>;  
or
    3. Any generally recognized comparable standard that Vendor then applies to its own network and approved by the State in writing.
  - b. **Public Data Security:** Vendor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the State. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification).
  - c. **Public Data Transmission:** Vendor agrees that any and all transmission or exchange of system application data with the State and/or any other parties expressly designated by the State shall take place via secure means (ex. HTTPS or FTPS).
  - d. **State Data Storage:** Vendor agrees that all Public Data will be stored and maintained in data centers in the United States. Vendor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Vendor's United States data centers, unless such medium is part of the Vendor's designated backup and recovery process. Vendor shall permit its personnel and contractors to access non- Public Data remotely only as required to provide technical support. Vendor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
  - e. **Public Data Encryption:** Vendor agrees to store all data provided to Vendor, as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
  - f. **Password Protection:** Vendor agrees that any portable or laptop computer that has access to a State network, or stores any non-public State data is equipped with strong and secure password protection.
  - g. **Public Data Re-Use:** Vendor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Vendor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Vendors or interested parties except on a case-by-case basis as specifically agreed to in writing.
  - h. **Public Data Destruction:** The Vendor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the State, whichever shall come first, unless the State provides Vendor with a written directive. It is understood by the parties that the State's written directive may request that certain data be preserved in accordance with applicable law.

- i. **Services Related To Public Data Shall Be Performed Within United States:** Vendor agrees that all of the Services related to Public Data that it provides to the State will be performed by Vendor, and Vendor's Subcontractor(s), within the borders and jurisdiction of the United States.
31. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Vendor shall immediately inform the State of any Security Incident or Data Breach.
  - a. **Incident Response:** Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with Knowledge Services and the State should be handled on an urgent as-needed basis, as part of Vendor's communication and mitigation processes, defined by law or contained in this Contract.
  - b. **Security Incident Reporting Requirements:** Vendor shall report a Security Incident to Knowledge Services and the State immediately if Vendor reasonably believes there has been a Security Incident.
  - c. **Breach Reporting Requirements:** If Vendor has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable data breach notification law, Vendor shall: (a) promptly notify Knowledge Services and the State within 24 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities.
32. **DATA BREACH RESPONSIBILITIES:** This Section only applies when a Data Breach occurs. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of a data breach, release of State Data, Personal Data, or other events requiring notification in accordance with applicable state and federal laws. In the event of a Data Breach of any Vendor's security obligations or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Vendor agrees to immediately inform Knowledge Services and the State of such breach or when Vendor reasonably believes there has been a Data Breach. Vendor shall: (a) cooperate with the State by sharing information relevant about the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws and to indemnify, hold harmless and defend Knowledge Services, the Division of Purchasing, the State, and the State against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the State. Vendor shall be responsible for all notification and remedial costs and damages.
33. **CHANGE MANAGEMENT:** If Vendor develops software for the State, then the following paragraphs apply:
  - a. Vendor agrees to comply with DTS Policy 4000-0003, Software Development Life Cycle Policy. The Software Development Life Cycle Policy requires any Vendor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance. Upon request, the State agrees to provide Vendor with a copy of the latest version of the Software Development Life Cycle Policy.
  - b. Vendor agrees to comply with DTS Policy 4000-0004, Change Management Policy. Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Vendor which have the potential to cause any form of outage or to modify the State's infrastructure must be reviewed by the DTS Change Management Committee. The State will notify Vendor if this change control requirement is applicable. Following this notification, any outages or Data Breaches which are a direct result of Vendor's failure to comply with the Eligible User's instructions and policies following notification will result in Vendor's liability for any and all damages resulting from or associated with the outage or Data Breach. Upon request, the State agrees to provide Vendor with a copy of the latest version of the DTS Change Management Policy 4000-0004.

34. **PUBLIC INFORMATION:** Vendor agrees that this Contract, including any Purchase Order, invoice, and pricing list will be public documents, and may be available for distribution in accordance with the State's Government Records Access and Management Act (GRAMA). Vendor gives the Division of Purchasing, Customer and the State express permission to make copies of this Contract, including any Purchase Order, invoice, and pricing list in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation, unless Vendor has properly submitted a business confidentiality claim as required in the Solicitation. The Division of Purchasing, Customer, or the State will not inform Vendor of any request for a copy of this Contract, including any Purchase Order, proposal, invoice, and pricing list.
35. **CREDITING IN PUBLICITY:** Any publicity given to this Contract provided herein shall identify the Division of Purchasing as the State managing agency and shall not be released without prior written approval by Knowledge Services and Division of Purchasing.
36. **DELIVERY:** Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Vendor. Vendor is responsible for including any freight charges due by the State to Vendor when providing quotes to the State unless otherwise specified in this Contract. Invoices listing freight charges that were not identified in the quote prior to shipment, unless otherwise specified in this Contract, will be returned to the Vendor to remove such costs. Responsibility and liability for loss or damage will remain with Vendor until final inspection and Acceptance when responsibility will pass to the State except as to latent defects, fraud, and Vendor's warranty obligations.
37. **ELECTRONIC DELIVERY:** Vendor may electronically transmit the Goods and Custom Deliverables to the State in machine-readable format (object code) on data storage media or Vendor may provide the Goods and Custom Deliverables for download. Goods and Custom Deliverables that may be sent by electronic delivery may contain Confidential Information, including State Data. Vendor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed under this Contract. Vendor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery must be delivered within the specifications of this Contract.
38. **ACCEPTANCE PERIOD:** The Goods and Custom Deliverables delivered under this Contract shall function in accordance with the specifications identified in this Contract. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract ("Defects"), the State shall within thirty (30) days of the delivery date ("Acceptance Period") notify Vendor in writing of the Defects. Vendor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) days ("Cure Period"). The State's Acceptance of the Goods, Custom Deliverables, or Services occurs at the end of the Acceptance Period or Cure Period, whichever occurs later.

If after the Cure Period, the Goods, Custom Deliverables, or Services still have Defects, then Knowledge Services or the State may, in their discretion: (a) declare Vendor to be in breach and terminate this Contract or Purchase Order; (b) demand replacement Goods and Custom Deliverables from Vendor at no additional cost to the State; or, (c) continue the Cure Period for an additional time period agreed upon by the State and Vendor in writing. Vendor shall pay all costs related to the preparation and shipping of the products returned pursuant to this Section. No products shall be accepted and no charges shall be paid until Acceptance Period is met. The warranty period will begin upon the end of the Acceptance Period.

39. **PAYMENT:**

- a. Contingent Staffing Services: For contingent staffing assignments, Vendor shall ensure that all Resources in the MSP Program enter time weekly, or at other intervals as specified, in the VMS, for approval by the State. Time entries that are not entered into the VMS by Vendor will not be paid by Knowledge Services or the State.

1. The State shall receive periodic invoices for approved time from Knowledge Services, and shall submit payment to Knowledge Services for such invoices.
- b. Knowledge Services shall charge Vendor an MSP/VMS fee in the amount of two percent (2.0%) of each invoice, in addition to a required 0.5% State Administrative Fee ("Administrative Fee") (which shall be remitted directly to the State), for a total of a two and a half percent (2.5%) fee ("Fee") of each invoice. Knowledge Services shall remit payment to Vendor within ten (10) business days of its receipt of payment from the State for such invoice (excluding national bank holidays), after deducting the Fee.
- c. Vendor is responsible for entering any applicable sales tax charges, if any and only if applicable per State law, to Client into the VMS. Knowledge Services is not liable for Vendor's failure to enter such charges.
- d. If Vendor is directed to process expenses through the VMS, Vendor may enter pre-approved, reimbursable expenses into the VMS for payment by the State, but such expenses shall not be subject to the Fee.
  1. Except as specified below, Knowledge Services and the State shall not be responsible for any travel, living, or out-of-pocket expenses of any kind incurred by Vendor in the performance of any services under this contract and/or any Purchase Order. All such expenses are the sole responsibility of Vendor. Any hours worked shall not include hours or time spent traveling to and from the assigned office of the State. Despite the foregoing, the State may reimburse Vendor solely for the travel or out-of-pocket expenses incurred by Vendor's employees or vendor candidates when performing a an assignment provided that:
    - i. All travel or out-of-pocket expenses must be pre-approved by the State. The State will only reimburse such actual expenses up to the amount granted to state employees under State law, fiscal policy, and procedures for travel as stated in the current State Budget Agency Financial Management Circular.
    - ii. In order to receive reimbursement for authorized expenses, Vendor must submit an itemized list of actual expenses and copies of receipts matching the claimed expenses.
    - iii. Failure to submit itemized expenses and matching receipts will result in nonpayment for expenses.
- e. Knowledge Services shall only pay Vendor upon the receipt of payment in full from the State. In the event that the State withholds payment with respect to a Resource for any reason, or makes partial payments of an aggregated invoice, Knowledge Services shall have no obligation to pay Vendor unless and until Knowledge Services is first paid by the State. Knowledge Services' sole obligation shall be to exercise commercially reasonable efforts to collect payment from the State. If collection efforts fail, Knowledge Services may assign the receivable to Vendor before seeking formal legal action against the State, and Vendor shall remain liable for Knowledge Services fees in the event that payment is collected from the State. If for any reason the State refuses or fails to make payment to Knowledge Services for Services rendered, Knowledge Services shall not be liable to make payment to the Vendor, and the Vendor shall not be liable to pay the related Fee to Knowledge Services. Vendor bears the risk of the State's non-payment, regardless of cause, including but not limited to, the State's financial failure, bankruptcy, reorganization, other financial difficulty, or lack of available funds or purchase orders. In the event of the State's said non-payment, Vendor will be paid a pro rata share of the amount actually recovered from the State after deducting Knowledge Services' actual costs of recovery including attorneys' fees. No other fees, expenses, or benefits of any kind shall be paid by Knowledge Services or made available to Vendor unless expressly authorized and agreed to by Knowledge Services.
- f. A payment by Knowledge Services or the State shall not prejudice Knowledge Services' or the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the Knowledge Services or the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

- g. The acceptance by Vendor of final payment without a written protest filed with the State within ten (10) working days of receipt of final payment shall release Knowledge Services, the Division of Purchasing, Customer, and the State from all claims and all liability to Vendor for fees and costs pursuant to this Contract.
- h. Vendor agrees that if an audit determines that payments were incorrectly paid by the State, then Vendor shall, upon written request, immediately refund to the State any such overpayments. Vendor further agrees that Knowledge Services and the State shall have the right to withhold any or all subsequent payments under this Contract until recoupment of overpayment is made.
- i. Knowledge Services and/or the State reserves the right to cancel a project or assignment at any time upon written notice given to Vendor, and payment will not exceed compensation for actual work completed.
- j. Knowledge Services may alter its Fee upon thirty (30) days' notice to Vendor.
- k. All rates and fees are quoted in US dollars, and all payments shall be made in US dollars. Knowledge Services reserves the right to modify its accounting policies from time to time.

40. **INDEMNIFICATION – INTELLECTUAL PROPERTY:** Vendor warrants that any Goods, Custom Deliverables, or Services furnished by Vendor under this Contract, including their use by the State in unaltered form, will not, to Vendor's knowledge, infringe any third party copyrights, patents, trade secrets, and/or other proprietary rights that exist on the effective date of this Contract and/or that arise or are enforceable under the law of the United States of America.

Vendor will release, indemnify, and hold Knowledge Services, the Division of Purchasing, Customer, and harmless from liability or damages of any kind or nature, including Vendor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in Vendor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that the Goods or Custom Deliverables or Services furnished by Vendor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right of any third party, Vendor agrees to indemnify and hold harmless Knowledge Services, the Division of Purchasing, Customer, and the State for any judgments, settlements, reasonable costs, and reasonable attorneys' fees resulting from such a claim or liability. Vendor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, Knowledge Services and the State shall have the right, at its option, to participate in the defense of any such action without relieving Vendor of any obligation hereunder. The parties agree that if there are any limitations of liability, including a limitation of liability clause in this Contract, such limitations of liability will not apply to this Section.

41. **OWNERSHIP IN CUSTOM DELIVERABLES:** Knowledge Services, the State and Vendor each recognizes that it has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Knowledge Services, the State and Vendor each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

In the event that Vendor provides Custom Deliverables to the State, Vendor grants the ownership in Custom Deliverables, which have been developed and delivered by Vendor exclusively for the State and are specifically within the framework of fulfilling Vendor's contractual obligations under this Contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State, to the extent that the Custom Deliverables are not recognized as work made for hire, Vendor hereby assigns to the State any and all copyrights in and to the Custom Deliverables, subject to the following:

Vendor has received payment for the Custom Deliverables,

- a. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned

- or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the Services performed under this Contract (“Background IP”), and
- b. Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the “Utilities”), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are supplied or otherwise used by or on behalf of Vendor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State (collectively, the “Residual IP”), even if embedded in the Custom Deliverables.
  - c. Custom Deliverables, not including Vendor’s Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State.
  - d. Vendor agrees to grant to the State a perpetual, irrevocable, royalty-free license to use Vendor’s Background IP, Utilities, and Residual IP, as defined above, solely for the State to use the Custom Deliverables. The State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for the State’s internal purposes such Custom Deliverables. For the Goods delivered that consist of Vendor’s scripts and code, and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Vendor grants the State a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy and create derivative works from such, without the right to sublicense, for the State’s internal business operation under this Contract. The State may not participate in the transfer or sale of, create derivative works from, or in any way exploit Vendor’s Intellectual Property Rights, in whole or in part.
42. **OWNERSHIP, PROTECTION AND USE OF RECORDS:** Except for confidential medical records held by direct care providers, the State shall own exclusive title to all information gathered, reports developed, and conclusions reached in Vendor’s performance of this Contract. Vendor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without express written consent of the State. Vendor agrees to maintain confidentiality of records it holds for the State as required by applicable federal, state or local laws.
43. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the State provides Vendor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Vendor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality , and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract.
44. **PROTECTION AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR EXPIRATION:** All documents and data pertaining to work required by this Contract will be the property of the State, and must be delivered to the State within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for termination, and without restriction or limitation to their future use. The costs for returning documents and data are included in this Contract.
45. **CONFIDENTIALITY:** Confidential Information may be disclosed to the Vendor under the terms of this Contract. If Confidential Information is disclosed to Vendor then Vendor agrees to adhere to the following:
- a. Vendor will: (a) limit disclosure of any Confidential Information to Authorized Persons who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the Confidential Information and of the obligations

set forth in this Contract and require such Authorized Persons to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties except as otherwise agreed to in writing. Vendor will promptly notify Knowledge Services and the State of any misuse or misappropriation of Confidential Information that comes to Vendor's attention.

- b. Vendor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Vendor shall indemnify, hold harmless and defend Knowledge Services, the Division of Purchasing, Customer, and the State from claims related to a breach of these confidentiality requirements by Vendor or anyone for whom the Vendor is liable. This duty of confidentiality shall be ongoing and survive the term of this Contract.
46. **ASSIGNMENT/SUBCONTRACT:** Vendor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Knowledge Services.
  47. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for Knowledge Services, the Division of Purchasing or the State to declare Vendor in default of this Contract or a Purchase Order: (a) nonperformance of contractual requirements or (b) a material breach of any term or condition of this Contract. Knowledge Services, the Division of Purchasing or the State will issue a written notice of default providing a fourteen (14) day period in which Vendor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Vendor's liability for damages. If the default remains, after Vendor has been provided the opportunity to cure, Knowledge Services, the Division of Purchasing or the State may do one or more of the following: (a) exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend Vendor from receiving future solicitations; or (e) request a full refund of the Goods, Custom Deliverables, or Services furnished by Vendor that are defective or Services that were inadequately performed under this Contract.
  48. **TERMINATION UPON DEFAULT:** In the event this Contract or Purchase Order is terminated for cause, Knowledge Services or the State may procure or otherwise obtain, upon such terms and conditions as the State deems appropriate, Goods, Custom Deliverables or Services similar to those terminated, and Vendor shall be liable to the State for any and all damages arising therefrom, including, but not limited to, attorneys' fees, excess costs and fees, and cost of cover together with incidental or consequential damages, incurred by the State in obtaining similar Goods, Custom Deliverables, or Services.
  49. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Knowledge Services may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract. The State may immediately terminate a Purchase Order after determining such delay will reasonably prevent successful performance of that Purchase Order.
  50. **PROCUREMENT ETHICS:** Vendor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).

51. **WORKERS' COMPENSATION:** Vendor shall furnish proof to Knowledge Services and maintain during the Contract Period, workers' compensation insurance for all its employees as well as any Subcontractor employees who perform Services related to this Contract, as required by applicable laws.
52. **LIABILITY INSURANCE:** Vendor agrees to provide and to maintain during the performance of this Contract, at its sole expense, a policy of general liability insurance. The limits of the policy shall be no less than \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. It shall be the responsibility of Vendor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Vendor.

Vendor must provide proof of insurance to the Division of Purchasing and must add Knowledge Services and the Division of Purchasing as an additional insured with notice of cancellation. Vendor acknowledges that Vendor and/or Vendor's Subcontractors must submit proof of certificate of insurance that meets the above requirements to Knowledge Services prior to becoming active in the MSP Program. Failure to provide proof of insurance, as required, could result in not receiving job requisitions and this Contract being terminated for cause.

53. **ADDITIONAL INSURANCE REQUIREMENTS:**
  - a. Professional liability insurance, if applicable, will be required on a project by project basis, and in amounts that are directed by the State. Knowledge Services will communicate the need for professional liability insurance to Vendor as communicated and required by the State.
  - b. Any other insurance policies required by the State.
  - c. Any type of insurance or any increase of limits of liability not described in this Contract which the Vendor requires for its own protection or on account of any federal, state, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Vendor's own expense.
  - d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Vendor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.
54. **CONFLICT OF TERMS:** Vendor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a Vendor's website, terms listed in a Vendor quotation/sales order, purchase orders, etc.
55. **SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after the completion of or termination of this contract, for whatever reason: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes, including Residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; and (j) any other terms that by their nature would survive the expiration of, completion, or termination of this contract, including all warranties contained in this Contract shall survive the expiration of, completion, or termination of this Contract.
56. **WAIVER:** The waiver by Knowledge Services, the Division of Purchasing or the State of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.

57. **COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Vendor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Vendor must also adhere to Utah Administrative rule R895-14-1-3-3, which states that vendors developing new websites or applications are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency; and Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents. Vendor acknowledges that all Goods and Custom Deliverables that it licenses, contracts, or sells to DTS under this contract are accessible to people with disabilities.
58. **RIGHT TO AUDIT.** Vendor agrees to, upon written request, permit the State, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Vendor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Vendor's compliance with this Contract; and applicable laws, regulations, and industry standards. Vendor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the State or its designee in completing such assessment. In addition, upon request, Vendor shall provide the State with the results of any audit performed by or on behalf of Vendor that would assist the State or its designee in confirming Vendor's compliance with this Contract; and applicable laws, regulations, and industry standards.
59. **INDIVIDUAL CUSTOMER:** Each Customer that purchases Goods, the State Deliverables, or Services will be treated as individual customers. Each Customer will be responsible to follow the terms and conditions of this Contract. Vendor agrees that each Customer will be responsible for their own charges, fees, and liabilities. The Division of Purchasing will not be liable for any of the actions of the Customer.
60. **QUANTITY ESTIMATES:** Knowledge Services and the Division of Purchasing make no express or implied warranties whatsoever that any particular quantity or dollar amount of Goods, the State Deliverables, and Services will be procured through this Contract. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
61. **TIME:** The Services shall be completed by any applicable deadline stated in this Contract or applicable Work Order.
62. **TIME IS OF THE ESSENCE:** For all the Services performed by Vendor under this Contract, time is of the essence. Vendor shall be liable for all damages to Customer or the State, and anyone for whom the State may be liable, as a result of Vendor's failure to timely complete the Services required under this Contract.
63. **PERFORMANCE EVALUATION:** Knowledge Services, the Division of Purchasing or the State may conduct a performance evaluation of Vendor's Services, including the Services performed by Vendor's Subcontractors, if any. Results of any evaluation may be made available to Vendor upon Vendor's request.
64. **STANDARD OF CARE:** The Services of Vendor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the Services that are the subject of this Contract. Vendor shall be liable to Knowledge Services, the Division of Purchasing, Customer, and the State for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Vendor's claim against the State), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
65. **STATE REVIEWS:** Knowledge Services, the Division of Purchasing and the State reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Vendor. The State's approval, Acceptance, or payment for any of the Services required under this Contract shall not

be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and Vendor shall be and remain liable to the Knowledge Services and State in accordance with applicable law for all damages to the State caused by the wrongful acts, errors, and/or omissions of Vendor or its Subcontractors.

66. **LICENSING STANDARDS:** Vendor, its employees and Subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing Services to be provided by the Vendor pursuant to this Contract. Knowledge Services and the State will not pay Vendor for any Services performed when Vendor, its employees or Subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, Vendor shall notify Knowledge Services immediately and Knowledge Services, at its option, may immediately terminate this Contract.

67. **EMPLOYMENT OPTION; CONVERSION FEES:**

If the State determines that it would be in State's best interest to hire a Resource of Vendor, after the Resource has worked a period of nine hundred and sixty (960) hours, Vendor will release the selected Resource from any non-compete agreements that may be in effect. This release will be at no cost to State, Knowledge Services or the Resource.

68. **DISPUTES:**

- a. Should any disputes arise with respect to this Contract or a Purchase Order, Vendor, Knowledge Services and the Division of Purchasing or the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- b. Vendor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should Vendor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Division of Purchasing or the State as a result of such failure to proceed shall be borne by Vendor.
- c. Prior to either party filing a judicial proceeding, the parties agree to participate in negotiations then mediation of any dispute. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party will submit the dispute to mediation. During mediation the parties may consult to appoint an expert or panel of experts to assist in the resolution of a dispute. If an expert or panel is appointed, then the parties agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute. Time is of the essence for mediation. If a party is dissatisfied after meditation then the dissatisfied party may file the dispute in a court of competent jurisdiction.
- d. Knowledge Services and the State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by Knowledge Services or the State to Vendor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Vendor to terminate this Contract.

69. **ATTORNEYS' FEES:** The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Contract.

70. **CONDITION OF PAYMENT:** All Services provided by Vendor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the State. The State shall not be required to pay for Services found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

71. **ENTIRE AGREEMENT:** This Contract, including any documents referenced or attached to the Contract Signature Page(s), shall constitute the entire agreement with respect to this Contract, and supersedes any and all other prior and contemporaneous agreements and understandings, whether oral or written.
72. **RIGHT TO CONTROL:** Vendor retains the right to control, either unilaterally or in coordination with the State, the manner and means by which its Resources perform their work at the State worksite, including review of Resource's work performance, physical inspection of the work site and work processes, addressing and correcting performance issues, and enforcement of State employment policies relating to Resource conduct at the worksite, including smoking, telephone use, timekeeping, and breaks.
73. **DESIGNATION OF VENDOR AS THE STATE'S AGENT FOR PURPOSES OF ACA COMPLIANCE:** In the event the State is determined by a government agency or court of law to be the common law employer of the Resources assigned to the State by Vendor for purposes of compliance with the employer responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), Vendor shall be considered the State's agent for the purpose of the State's obligation, if any, for complying with those provisions with respect to the State Resources. As agent, any health insurance benefits offered or assessable payments made by Vendor with respect to Resources assigned to the State shall be considered to have been made by the State for purposes of satisfying the State's employer responsibility obligations. As agent, Vendor shall be obligated to offer PPACA-compliant coverage to the Resources assigned to the State only as set forth in this agreement. For purposes of this provision, the State's health plan hereby incorporates all relevant provisions of Vendor's health plan. However, the State has no obligation to provide or pay benefits under Vendor's plan; nor shall the State, its health plan, or any related party be liable if Vendor fails to pay benefits due under Vendor's plan.
74. **SERVICE LEVEL AGREEMENT; VENDOR DUTIES:**
- a. The requirements of the Service Level Agreement appended at Exhibit C includes certain performance standards for this Contract. Knowledge Services will facilitate regular meetings to review Vendor's performance and service level metrics. Vendor will ensure that quality and service levels are maintained in accordance with the requirements of the Service Level Agreement.
75. **FINANCIAL STABILITY:** Vendor agrees to assist Knowledge Services with its efforts to monitor financial stability of its Vendors by providing required financial information in response to Knowledge Services' reasonable requests for such information.
76. **TEMPORARY WORKER AGREEMENT; RESOURCE EMPLOYMENT STATUS VALIDATION FORM:** Vendor shall ensure that its employees and contractors sign an agreement in the form of the Temporary Worker Agreement, attached as Exhibit D, in addition to completing the Resource Employment Status Validation Form, attached as Exhibit E.
77. **DEPARTMENT OF CORRECTIONS (UDC) STANDARD TERMS AND CONDITIONS.** Vendor shall ensure that it complies with Exhibit F, Utah Department of Corrections (UDC) Standard Terms and Conditions in the event that services are provided to UDC.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officer to execute this Contract as of the date first written above.

**GuideSoft, Inc. dba Knowledge Services**

Flairsoft Ltd.

By: *Katie Belange*  
Katie Belange (Feb 22, 2021 12:14 EST)

By: *Neeraj Kulshrestha*  
Neeraj Kulshrestha (Feb 19, 2021 15:25 EST)

Name: Katie Belange

Name: Neeraj Kulshrestha

Title: Corporate Counsel

Title: Sr. Vice President

Email: nick@flairsoft.net



Certificate of Insurance



Signed W-9 Form

**Exhibit A**  
**Program Fee and Rate Information**

- A. Resources will not be compensated for State Holidays unless the work performed is pre-approved by the State.
- B. Hourly service rates apply during normal business hours, Monday through Friday (excluding state holidays), 8:00 am to 5:00 pm MST. Using Agency authorized representative may give approval for Vendor to provide services during hours other than set forth above, at the same rates. If work in any workweek for a contract personnel resource will exceed forty (40) hours, the State's authorized personnel may pre-approve to pay Vendor the incremental cost in overtime wages incurred by the Vendor's candidate as a result of the overtime work.
- C. All State of Utah Department of Human Resources overtime policy requirements apply and must be followed (<http://www.rules.utah.gov/publicat/code/r477/r477.htm>). Rates must be all inclusive and as such, all travel expenses are the sole responsibility of the Vendor. Neither Knowledge Services nor the State shall be responsible for any travel, living, or out-of-pocket expenses of any kind incurred by the Vendor or its Resources in the performance of any services under the resulting contract and/or any Purchase Order.
- D. **Vendor Releasing Resource:** If the State determines that it would be in the State's best interest to hire, as a State employee, a Resource of Vendor after the resource has worked a period of nine hundred and sixty (960) hours, upon agreement by the Resource, Vendor will release the selected resource from any non-compete agreements that may be in effect. This release will be at no cost to the State, Knowledge Services, Vendor, or the Resource.

**Exhibit B**  
**Background Check and Screening Guidelines**

Vendor agrees to conduct or require to have conducted a background check of any Resource placed on assignment at a State agency (“Agency”), or State facility (“Facility”), prior to the start of Resource’s assignment.

The State currently uses Utah Bureau of Criminal Investigations (BCI) for conducting initial name checks and background checks. However, specific requirements regarding necessary background checks, fingerprint checks and/or drug screens shall be provided to Vendor in detail prior to Resource’s start of assignment.

Vendor shall provide Knowledge Services with documentation that checks have been completed, when requested by Knowledge Services. Resource may also be required to provide additional, relevant pre-assignment documents or additional prescreening or background checks, at the request of a State Agency, and such requests will be specified to Vendor by Knowledge Services.

Knowledge Services shall require Vendor to use a drug and background check company specified by Knowledge Services. Costs associated with drug screens, background and/or fingerprint checks shall be the sole responsibility of Vendor, unless otherwise communicated by Knowledge Services. Background check adjudication criteria shall be provided to Vendor prior to Resource start of assignment.

**Exhibit C**  
**Service Level Agreement**

Performance Metric	Goal	Minimum Performance Target	Description	Calculation
Requisition Confirmation Response time	4 business hours	92%	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions confirmed within 4 hours / total number of requisitions.
Resume Submittal Response time	4 business days	92%	Measures average response time from receipt of request to delivery of first candidate's resume.	Number of requisitions for which viable resumes were provided to Agencies within 4 business days / total number of requisitions.
Attrition Rate	N/A	10% (maximum)	Measures staff turnover due to unplanned situations that are not caused by the State, not including death, serious illness, etc.	Number of unplanned position turnovers / total number of positions filled.
Performance Removal	N/A	8% (maximum)	Measures resource turnover due to inadequate staff performance.	Number of position turnovers (due to inadequate performance) / total number of positions filled.

**Exhibit D**  
**Temporary Worker Agreement**

This Temporary Worker Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_, an individual ("Temporary Worker") and \_\_\_\_\_, Temporary Worker's employer ("Employer").

WHEREAS, Employer has contracted with Knowledge Services ("MSP"), for Employer to provide certain services, including work performed on a temporary basis by Temporary Worker, to MSP's Client (defined below); and

WHEREAS, MSP has contracted with State of Utah ("Client"), for MSP to provide certain services related to Client's temporary workforce under a program managed by MSP (the "Program"); and

WHEREAS, Temporary Worker may be assigned by Employer to work for Client on a temporary basis.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**1. Temporary Worker.**

- 1.1 Temporary Worker may, in MSP's sole discretion, be engaged to provide services to Client through the Program as an employee of Employer and not as an employee of Client. Temporary Worker shall perform all services or work under the Program to the satisfaction of Client.
- 1.2 Temporary Worker acknowledges and agrees that no employment relationship between Temporary Worker and Client or between Temporary Worker and MSP is created by this Agreement, the agreement between MSP and Client, or by Employer's agreement with MSP. Temporary Worker acknowledges and agrees that he or she is not a third party beneficiary of the agreement between MSP and Client and hereby waives any such rights, which may arise under such agreement between MSP and Client.
- 1.3 Temporary Worker acknowledges and agrees that Employer shall be solely responsible for all payments to Temporary Worker including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Temporary Worker acknowledges and agrees that Temporary Worker is not eligible to participate in or receive any benefits under the terms of either MSP's or Client's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by MSP or by Client. Temporary Worker further acknowledges that Vendor, as Temporary Workers' employer, is responsible for all compliance obligations under the Patient Protection and Affordable Care Act (PPACA).
- 1.4 Temporary Worker acknowledges and agrees that the cash payments and benefits which Temporary Worker receives from Employer shall represent the sole compensation to which Temporary Worker is entitled, and that Employer will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall either MSP or Client be liable for any such obligations.
- 1.5 Temporary Worker acknowledges and agrees that Client and MSP shall have no liability of any kind to the Temporary Worker related to payment for the time worked, if any, for Client pursuant to this Agreement, the agreement between Employer and MSP, or the agreement

between Client and MSP. Temporary Worker hereby waives any claim he or she may have against Client or MSP related to such payment.

- 1.6 The Temporary Worker hereby authorizes the Employer to provide MSP and the Client access to the Temporary Worker's drug screen results, credit report, criminal background check, fingerprint check, motor vehicle driving report, and any other relevant information in the Temporary Worker's personnel file. The Temporary Worker also hereby authorizes the Employer to promptly release copies of all documents containing such information to the Client or MSP upon their request. The Temporary Worker waives any rights of privacy in such information.

## 2. **Client Work Policies and Rules.**

- 2.1 Temporary Worker acknowledges and agrees that during the performance of Temporary Worker's job duties for Client, Temporary Worker will not violate any of Client's work rules and policies, including those specified in any code of conduct of Client or other Client workplace manual. Temporary Worker shall at all times comply with all rules, policies and procedures of MSP and/or Client as provided to Temporary Worker by Employer, MSP and/or Client. Temporary Worker agrees that Temporary Worker shall not harm Client's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with Client's business operations.
- 2.2 Temporary Worker agrees that he or she enters onto Client's premises at his or her own risk and, to the fullest extent possible under applicable laws, waives any claims he or she may have now or in the future against Client or MSP for personal injury or property damage arising out of or connected in any way with Temporary Worker's presence on Client's premises or his or her assignment to Client.

## 3. **Confidentiality and Non-Disclosure.**

- 3.1 For purposes of this Section, "Confidential Information" shall include all business or technical information, including proprietary information about costs, Clients, pricing, profits, markets, sales, lists of Clients, employees, potential Clients, potential employees, methods of doing business, plans for future development, information regarding matters of a technical nature, such as scientific, trade and engineering secrets, all "know-how", formulas, designs, secret processes, machines, inventions, computer programs (including documentation of such programs) and research projects, information obtained by examination of any product, design, production equipment or drawings thereof and any other information of a similar nature that is marked "Confidential" or that the Temporary Worker knows or has reason to know is the confidential or proprietary information of Client or MSP, as the case may be. Notwithstanding the forgoing, Confidential Information shall not include any information that:
  - 3.1.1 is hereafter lawfully disclosed to the Temporary Worker under conditions which do not restrict further disclosure or by a third party which did not acquire the Confidential Information under an obligation of confidentiality to Client or MSP, as the case may be;
  - 3.1.2 properly came into the Temporary Worker's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or
  - 3.1.3 has become part of the public domain through no act or fault of the part of the Temporary Worker.
- 3.2 **Confidentiality.** The Temporary Worker agrees that he or she will:
  - 3.2.1 maintain in strict confidence all Confidential Information of Client or MSP, as the case may be;
  - 3.2.2 use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to Client;

- 3.2.3 not remove any copyright notices, trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information;
- 3.2.4 immediately notify MSP in writing, who will in turn notify Client, of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.
- 3.3 Injunctive Relief. Temporary Worker acknowledges that it is likely to be difficult to value the damages sustained by MSP or Client, as the case may be, due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, MSP or Client, as the case may be, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.
- 3.4 Work Product. Temporary Worker acknowledges and agrees that during and incident to Temporary Worker's work for Client, Temporary Worker may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship ("Work Product"), whether or not patentable, copyrightable, or subject to other forms of legal protection. Temporary Worker agrees to assign to Client all of Temporary Worker's right, title and interest (including rights in copyright) in and to all Work Product Temporary Worker makes, creates or develops, either solely or jointly with others, during Temporary Worker's assignment to Client. Temporary Worker agrees that the above assignment is binding upon Temporary Worker's estate, administrators, or other legal representatives or assigns.
- 3.5 Excluded Inventions. Temporary Worker shall not be required to assign to Client any idea, invention, discovery, innovation or improvement which Temporary Worker developed entirely on his or her own time and without the use of any of Client's equipment, supplies, facility or Confidential Information (as defined above), and which (i) does not relate to Client's business or to Client's actual or anticipated research or development, and (ii) does not result from any work performed by Temporary Worker specifically for Client (the "Excluded Inventions"). In any dispute with respect to these exclusions, the burden of proof shall be on Temporary Worker to show that the exclusion applies.
- 3.6 Work Made for Hire. Any and all Work Product prepared by Temporary Worker for Client that is eligible for copyright protection shall be a work made for hire on behalf of Client as that term is used under the United States Copyright Act and ownership of all copyrights in such work shall vest in Client. If for any reason, any such work shall not be deemed a work made for hire or ownership of such copyrights would not vest in Client, then Temporary Worker shall transfer all right, title and interest in such work, including all copyrights therein to Client. In those jurisdictions that deem any work performed on a "Work Made for Hire" basis as giving rise to an employee/employer relationship, the parties specifically agree that this provision shall not apply in such jurisdiction and that Temporary Worker shall continue to be deemed an independent contractor of Client.
- 3.7 Term. This Agreement shall be effective as of the date first written above, and shall remain in effect notwithstanding Temporary Worker's termination of Temporary Worker's assignment to Client.
- 3.8 Waiver. This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.
- 3.9 Governing Law; Jurisdiction. This agreement shall be governed by the law of the State of Utah. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the State of Utah. All parties expressly consent to the jurisdiction of such courts.
- 3.10 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Worker Agreement as of the date first written above.

**Employer**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Temporary Worker**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Exhibit E**

**KNOWLEDGE SERVICES MSP RESOURCE EMPLOYMENT STATUS VALIDATION FORM – STATE OF UTAH**

**INSTRUCTIONS: Please complete, sign and upload this Form into the dotStaff™ system for each Resource that is selected to perform work on behalf of the State of Utah prior to the start of Resource’s assignment.**

Vendor & Resource Information			
Vendor / Employer Legal Name:		Resource / Vendor Name:	
Vendor / Employer DBA Name:		State Agency for Assignment	
Federal EIN:		Job Title for Assignment	
Date Completed:		Assignment Start Date:	

Resource Certification Statement
<p>I certify that the information provided in this Form is true and correct to the best of my knowledge. I understand that the inaccuracy or falsification of any information provided may result in the termination of any Contract to provide services on behalf of the Client. Knowledge Services reserves the right to require additional information or documentation, upon request.</p> <p><input type="checkbox"/> I certify that I am a W2 Employee of _____ .</p> <p>OR</p> <p><input type="checkbox"/> I certify that I am an Independent Vendor (1099) Resource of _____ , and that I meet the definition of an Independent Vendor, per the IRS guidelines. <b><i>I further certify that I am responsible for complying with the Patient Protection and Affordable Care Act (PPACA).</i></b></p> <p>By: _____ Printed: _____</p>

Vendor /Employer Certification Statement
<p><b>Must be completed by a Vendor Representative who has signatory authority on behalf of the Vendor.</b></p> <p>I certify that the information provided in this Form is true and correct to the best of my knowledge. I understand that the inaccuracy or falsification of any information provided may result in the termination of any Contract to provide services on behalf of Client. I further agree to notify Knowledge Services in the event of any change(s) to the information provided in this Form. Knowledge Services reserves the right to require additional information or documentation, upon request.</p> <p><input type="checkbox"/> I certify that the above Resource is a W2 Employee of _____ , “Vendor.”</p> <p>OR</p> <p><input type="checkbox"/> I certify that the above Resource is an Independent Vendor (1099) Resource of _____ , and that our company has validated that Resource meets the definition of an Independent Vendor, per the IRS guidelines. <b><i>I further certify that Resource is responsible for complying with the Patient Protection and Affordable Care Act (PPACA), and agree to validate such compliance.</i></b></p> <p>By: _____ Printed: _____</p> <p>Title: _____</p>

**EXHIBIT F**  
**UTAH DEPARTMENT OF CORRECTIONS (UDC) STANDARD TERMS AND CONDITIONS**

If Vendor provides services to the Utah Department of Corrections (UDC), the following terms and conditions shall apply.

1. **ATTORNEY'S FEES:** If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.
2. **VENDOR ACCESS TO UDC FACILITIES:** UDC shall have the right to deny Vendor's agents and employees--or the agents and employees of its Subcontractors (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on property.
3. **CRIMINAL CONVICTION INFORMATION:** Upon written request by UDC, Vendor shall provide (at Vendor's expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its Subcontractors (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at UDC expense, on such personnel by UDC.
4. **FORMER FELONS / MISDEMEANANTS:** Vendor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its Subcontractors (if any)--who have been convicted of a felony or two (2) or more misdemeanors to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred. Any requests for exceptions shall be submitted--in writing through the appropriate chain of command--to the Division Directors, who shall make the final decision.
5. **NON-APPROPRIATION OF FUNDS:** UDC's continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available.
6. **OCCUPATIONAL SAFETY AND HEALTH:** (This clause will be considered a part of this contract only if required by law, rule, or regulation). Vendor represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the Vendor's employees who provide services to UDC pursuant to this contract.
7. **PARAGRAPH AND SECTION HEADINGS:** Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.
8. **PUBLIC ACCESS TO CONTRACT INFORMATION:** This contract is a public document, and Knowledge Services, Vendor and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.
9. **MONITORING AND REVIEW OF CONTRACT/AGREEMENT:** UDC, either itself or through Knowledge Services, or a designated third-party, will monitor and review Vendor's delivery of services and compliance with the contract/agreement. Monitoring shall include, but not be limited to, verification that specified duties are being properly performed, that appropriate documentation exists, that charges submitted are properly substantiated, and that payments are made in accordance with agreement costs. Monitoring of Vendor's records related to this contract/agreement may be performed with or without prior notification by UDC, Knowledge Services or its designee.
10. **IMMUNITY ACT:** No Provision of this contract shall be construed to bring contractors or their agents, employees, or subcontractors (if any) within the coverage of the Utah Governmental Immunity Act, Utah Code Annotated § 63G-7-101 et seq.
11. **WORKERS' COMPENSATION:** Vendor shall be responsible to provide Workers' Compensation Insurance for itself and its agents and/or employees or the agents and employees of its subcontractor. Contractor will defend, indemnify, and hold Knowledge Services and UDC harmless from any claim or liability arising out of

Vendor's or its agents' and/or employees' workers' compensation claims or its Subcontractors' employees' and/or agents' worker's compensation claims.

12. VENDOR IS AN INDEPENDENT CONTRACTOR: Vendor acknowledges and agrees that it is providing its services and the services performed by its employees and/or agents as an independent contractor and not as an employee of UDC or the State of Utah. Vendor acknowledges and agrees that it is not entitled to any benefits, wages, or rights to which employees of UDC are entitled, including but not limited to retirement, medical/dental, leave, and overtime benefits. As an independent contractor, Vendor is solely responsible to pay appropriate federal and state taxes, FICA and FUTA on payments received by it and its employees and/or agents. Vendor agrees to indemnify UDC for all losses arising out of Vendor's or Subcontractors' tax liabilities, including any and all penalties, assessments, and/or claims against UDC.
13. WAIVER OF CLAIMS: Vendor and/or his agents/employees expressly and knowingly waive(s) any claim to wages, employment benefits and/or rights entitled to employees of UDC. By waiving its claims, Vendor agrees that neither it nor its employees/agents will file claims for wages and/or employment benefits entitled to employees of UDC, including but not limited to claims arising under the Federal Labor and Standards Act (FLSA) and/or State employment laws. Vendor agrees to indemnify, defend, and hold Knowledge Services and the UDC harmless against claims for employee wages, benefits, and/or rights otherwise entitled to employees of UDC.
14. CONFIDENTIALITY: Vendor hereby agrees, as to any records or records series provided to Vendor by the Utah Department of Corrections (UDC) which are classified pursuant to the Utah Government Records and Management Act (GRAMA) as "private," "controlled," or "protected," that Vendor is subject to the same GRAMA restrictions on disclosure by Vendor of such records or record series as is UDC. Vendor further agrees that any such record or record series requested are necessary for the performance of Vendor's contract with UDC; that the Vendor's use of the records or record series produces a public benefit that outweighs the individual privacy right that protect the records or record series; that the records or record series will only be used for the performance of the contract with UDC; that the records or record series will not be disclosed to any other person; and that the records or record series will not be used for advertising or solicitation purposes.  
  
Vendor understands that any person who intentionally discloses, provides a copy of, or improperly uses such records or record series, knowing that the disclosure is prohibited, is guilty of a class B misdemeanor.
15. VENDOR TRAINING: All Vendor's officers, employees, subcontractors, agents, or volunteers, providing services pertaining directly to this contract, shall successfully complete orientation or a training session offered by UDC.
16. CUSTODIAL SEXUAL MISCONDUCT: Utah Statute 76-5-412 prohibits sexual contact to a person in custody by an employee, private provider, or Vendor for the Utah Department of Corrections. A violation of this statute could result in a felony or a misdemeanor conviction. Consent of the person in custody is not a defense to any violation or attempted violation of this statute. Vendor must provide written notice of Utah Code Annotated § 76-5-412 to any employees having contact with offenders pursuant to this contract.  
  
In addition, the Utah Division of Occupational and Professional Licensing (DOPL) is legislatively responsible to investigate complaints regarding the conduct of individuals practicing in regulated occupations and professions. DOPL may be notified of violations of conduct for those UDC Vendors who are licensed under DOPL. Refer to Title 58 of the Utah Code and Title R156 of the Utah Administrative Code for details.
17. RESEARCH / EXPERIMENTS: Any research or experiments including offenders must be approved by the Departmental Review Board. Sociological/psychological research or experiments including offenders under the jurisdiction of UDC requires prior written approval of the Division Director/designee and written, informed, and voluntary consent from each offender included.

**VENDOR INFORMATION**

This form must be completed in its entirety and submitted via this portal. Also be sure to upload a completed and signed W-9 and Certificate of Insurance above, in order to be active in the Utah MSP Program and registered within the dotStaff™ system. Please email the State of Utah Program Manager at utmsp@knowledgeservices.com with any questions regarding this agreement.

Vendor Company Name: Flairsoft Ltd.

Client Name: State of Utah IT Staff Augmentation

Date Completed: Feb 19, 2021

Completed By: Neeraj Kulshrestha

<b>Company dotStaff™ Administrator</b>		
The Vendor Administrator is able to control who at the Vendor's company can access dotStaff, view the activities of everyone within Vendor's company who uses dotStaff, and can register Vendor users and resources. All information <b>must be completed</b> to be registered in the dotStaff VMS.		
Name: Neeraj Kulshrestha	Title: Sr. Vice President	
Phone: 614-888-0700 X201	Fax: 6145737255	Cell: 614-519-8734
E-mail address: nick@flairsoft.net		
<input checked="" type="checkbox"/> Current dotStaff VMS supplier		

Remittance Address: 7720 Rivers Edge Dr, Suite 200

City: Columbus State: OH Zip: 43235

Phone: 6148880700 X 201 Fax: 6145737255

AR Contact Name: Nandini Kondagari

Email Address: nandini.kondagari@flairsoft.net

IRS Tax Identification Number: 31-1794085 (please submit a signed W-9)

State of Incorporation: OHIO

**COMPANY TYPE**

- Corporation  Sole Proprietor  Limited Liability Company  
 Joint Venture  Partnership  Government Agency  
 Other \_\_\_\_\_

Do you require a 1099 at the end of the year?  Yes  No

**Contact Person(s)**

National Account Representative or Area Manager:

Name: Neeraj Kulshrestha Title: Sr. Vice President

Phone: 6148880700 X 201 Fax: 6145737255 Cell: 614-519-8734

E-mail address: nick@flairsoft.net Location: OHIO

Vendor Service Location: 7720 Rivers Edge dr, Suite 200

City: Columbus State: OH Zip: 43235

Phone: 6148880700 Fax: 6145737255

24-Hour Emergency - Pager or Phone: 614-519-8734

**DIVERSE OWNERSHIP CLASSIFICATION:**  
**Please check all that apply and attached any relevant certifications**

- Asian/Pacific – United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, The Trust Territory of the Pacific Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.
- Asian Indian American – United States citizens whose origins are from India, Pakistan and Bangladesh.
- African American – United States Citizens whose native origins are from the black racial groups of Africa.
- Hispanic American – United States citizens from Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish culture or origin, regardless of race.
- HUBZone – HUBZone is a small business, located in a “historically underutilized business zone” (HUBZone), owned and controlled by one or more U.S. Citizens and at least 35% of its employees reside in a HUBZone. Visit SBA website: <http://www.ewabl.sba.gov/hubzone/internet>.
- Native American – American Indian, Native Hawaiians and Eskimos/Aleuts.
- Women – Female not a member of one of the ethnic minority groups noted.
- SBA Pro Net – Pro-net is an internet based database of information on small, disadvantaged, 8(a), HUBZone and women-owned business. Suppliers are encouraged to register on the Pro-Net system: <http://www.pro-net.sba.gov/index2.html>
- Small/Disadvantaged – Generally a small business is one having no more than 500 employees. A business that meets the criteria and size standards of 13CFR Parts 101-124, and that is at least 51% owned, controlled and operated by socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged.
- Disabled/Handicapped – Sheltered workshops, disabled veterans and members of other groups, defined by the SBA under Section 8(a) of the Small Business Act, as amended 915 U.S.C. 637(a), as socially and economical disadvantaged.
- Vietnam Era Veteran – United States citizen who served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964 and May 7, 1975, and was either discharged or released honorably or was discharged and released from active duty for a service connected disability.

	CERTIFYING ORGANIZATION	CERTIFICATION #	START DATE	END DATE
<input type="checkbox"/>	NWBOC			
<input checked="" type="checkbox"/>	NMSDC	CN06684	5/22/2020	05/20/2021
<input type="checkbox"/>	SBA 8(a) Business Development Program			
<input type="checkbox"/>	SBA Small Disadvantaged Business Program (SDB)			
<input type="checkbox"/>	SBA HUBZone Empowerment Contracting Program			
<input type="checkbox"/>	SBA – Small Business Administration (Pro-net/CCR)			
<input type="checkbox"/>	SCMBDC			
<input type="checkbox"/>	WBENC			
<input type="checkbox"/>	Women’s Business Development Center			
<input type="checkbox"/>	City – Please Specify			
<input type="checkbox"/>	County – Please Specify			
<input checked="" type="checkbox"/>	State – Please Specify	OH MBE-9564	10/28/2020	10/28/2022
<input checked="" type="checkbox"/>	Other – Please Specify	Ut- DBE	03/09/2020	03/09/2021

## TASK BASED CONSULTING SERVICES AGREEMENT

This task based consulting services agreement ("**Agreement**") is made on the 5th day of September, 2023 ("**Effective Date**") between **Esri Canada Limited** ("**Esri Canada**"), with its principal place of business at 12 Concorde Place, Suite 900, Toronto, Ontario, Canada, M3C 3R8 and **Flairsoft Ltd.**, ("**Flairsoft**"), with its principal place of business at 7720 Rivers Edge Drive, Suite 200, Columbus, OH 43235, USA.

### 1. Background

1.1 Esri Canada wishes to engage Flairsoft for the provision of GIS, .NET, UI/UX, QA and SQL reporting remote consulting services (the "**Consulting Services**") in connection with specific Esri Canada designated projects on a task based engagement basis (each a "**Project**").

1.2 Flairsoft has agreed to provide the applicable Consulting Services as ordered by Esri Canada from time to time under a mutually agreed and executed Statement of Work.

In consideration of the mutual benefits and obligations herein contemplated the sufficiency of which is hereby acknowledged the parties agree as follows:

### 2. Consulting Services and Relationship

2.1 **Consulting Services.** Flairsoft agrees to provide the Consulting Services to Esri Canada on the Project(s) as required by Esri Canada from time to time under a mutually agreed Statement of Work executed by both parties. For the purposes of the interpretation of this Agreement, a "**Statement of Work**" means a Consulting Services ordering document to be issued by Esri Canada to Flairsoft in the form similar to the sample ordering document attached hereto as Schedule "A" that upon both parties sign-off contractually initiates the supply of the Consulting Services therein in accordance with the provisions of this Agreement.

#### 2.2 Relationship

2.2.1 The parties, as between themselves, shall be deemed to be independent contractors and the employees of one shall not be deemed to be the employees of the other. This Agreement is not intended by the parties to constitute or create a joint venture, partnership or formal business organization of any kind, other than a contract for the provision of the aforementioned Consulting Services.

2.2.2 The rights and obligations of the parties shall be only those expressly stated in this Agreement. Neither party shall have the authority to bind the other except to the extent specifically authorized herein.

2.2.3 Nothing in this Agreement shall be construed as providing for the share of profits arising out of the efforts of either of the parties.

### 3. Engagement Delivery Standard and Flairsoft Personnel

3.1 Flairsoft acknowledges and agrees that it shall exert its best efforts to carry out the Consulting Services in a professional, workmanlike and timely manner, in accordance with the terms of this Agreement, accepted leading industry standards and in compliance with all applicable laws.

3.2 Flairsoft will perform all Consulting Services through its employees or its internal use consultants or Approved Subcontractors (as defined in Section 3.6 below) approved by Esri Canada under the applicable Statement of Work. Flairsoft shall be responsible for all acts and omissions of its personnel that perform the Consulting Services.

3.3 Except as otherwise specified in a Statement of Work, subject to the parties termination rights under Section 13, the minimum duration of the Consulting Services will be as follows:

- a minimum duration of three (3) months from the commencement date of the Statement of Work for Consulting Services specified under such Statement of Work to be performed by a Flairsoft Senior ArcGIS Expert or Senior GIS/.NET Developer Designated Personnel.
- a minimum duration of one (1) month from the commencement date of the Statement of Work for Consulting Services specified under such Statement of Work to be performed by a Flairsoft UI/UX Developer or SQL Server Reporting Expert Designated Personnel.

3.4 Flairsoft will perform the Consulting Services as set out in a Statement of Work through its internal personnel/Approved Subcontractors named in such Statement of Work (the "**Designated Personnel**") except as otherwise permitted by Esri Canada in writing. If any of the Designated Personnel are unable to carry out the Consulting Services, Flairsoft shall promptly inform Esri Canada and replace such Designated Personnel with Esri Canada approved replacement Designated Personnel at no additional cost to Esri Canada. Flairsoft shall ensure that all such replacement Designated Personnel have comparable experience, skill and expertise as the departing Designated Personnel.

3.5 Flairsoft shall ensure that its Designated Personnel have the requisite competence, knowledge, skill, ability, experience, expertise and qualifications to perform the Consulting Services.

3.6 Flairsoft shall not subcontract any of its obligations under this Agreement without the prior written approval of Esri Canada. If the Consulting Services, or any part of the Consulting Services, is subcontracted by Flairsoft to a permitted subcontractor ("**Approved Subcontractor(s)**"), Flairsoft shall remain fully responsible for ensuring that Flairsoft's obligations are carried out in accordance with the terms of this Agreement, including but not limited to, Flairsoft's obligation to ensure that:

- (a) the Approved Subcontractor complies with the intellectual property requirements under Section 4;
- (b) the Approved Subcontractor complies with the warranty requirements under Section 5;
- (c) the Approved Subcontractor complies with the insurance requirements under Section 6;
- (d) the Approved Subcontractor complies with the confidentiality requirements under Section 12;
- (e) the Approved Subcontractor complies with the anti-corruption requirements under Section 15; and
- (f) the Approved Subcontractor complies with all applicable legislation with respect to the Consulting Services that are subcontracted to it.

#### **4. Intellectual Property Rights**

4.1 For the purposes of this Section 4, "**Deliverables**" means the specific product of the Consulting Services performed by Flairsoft under a Statement of Work issued by Esri Canada and includes without limitation all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, processes, algorithms, designs, models and specifications created, produced or delivered by Flairsoft under a Statement of Work.

4.2 All right, title and interest, including intellectual property rights (which includes, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to the Deliverables will belong to Esri Canada and Flairsoft hereby assigns, and shall cause each person who performs the Consulting Services on Flairsoft's behalf (including but not limited to Flairsoft's Designated Personnel) to assign to Esri Canada all of Flairsoft's and such persons' right, title and interest in the Deliverables. Flairsoft will execute the "Consultant Assignment of Rights" document attached as Schedule "B" and any additional document(s) required by Esri Canada (including but not limited to amendments to

the Consultant Assignment of Rights document) to ensure transfer of the intellectual property rights and proprietary rights in and to such Deliverables.

## **5. Indemnities, Representations and Warranties**

5.1 Flairsoft shall indemnify Esri Canada and save Esri Canada and its agents, representatives and contractors harmless from all costs, risks and liabilities incurred by Esri Canada arising out of the obligations and efforts of Flairsoft under this Agreement. Such liability includes, but is not limited to, all damages, costs and expenses claimed from or incurred as the result of any claim or proceeding made against Esri Canada with respect to the breach of any applicable privacy laws.

5.2 Flairsoft shall indemnify, defend and hold Esri Canada and its agents, representatives and contractors harmless against any and all claims, damages and expenses (including all reasonable legal fees) that any Consulting Services or Deliverables infringe any patent, copyright, or trademark, misappropriates trade secrets, or violates any other intellectual property or privacy rights of any third party.

5.3 Flairsoft shall be required to obtain Esri Canada's express written consent prior to agreeing to any settlement in connection with any third party infringement action or claim or any other action or claim relating to any other indemnity provided by Flairsoft to Esri Canada under this Agreement.

5.4 Esri Canada shall be entitled to monitor or at its discretion join in Flairsoft's defence of any claim, action or proceeding or any settlement negotiations that Flairsoft undertakes in this respect. Flairsoft shall provide Esri Canada with all relevant notices, court documents, written or electronic correspondence and the details of any such claim, action, proceedings or settlement negotiations (including any written offers of settlement).

5.5 Flairsoft represents and warrants to Esri Canada as follows:

5.5.1 Flairsoft shall perform its obligations hereunder in: (i) a professional, workmanlike and timely manner with the degree of skill and care expected of persons who perform similar services at the time the Consulting Services are performed; (ii) accordance with the terms of this Agreement; (iii) accordance with accepted leading industry standards; and (iv) compliance with all laws, rules and regulations that apply to the performance of the Consulting Services.

5.5.2 The Consulting Services will not be performed through use of any human artificial intelligence (AI) tools including open AI tools and programs such as ChatGPT without Esri Canada's prior express written consent.

5.5.3 Flairsoft has the full power and authority to transfer the rights in the Deliverables contemplated herein without the consent of any other person.

5.5.4 The Deliverables are the original work of Flairsoft in each and all aspects and such Deliverables do not infringe the intellectual property rights of any third party.

5.5.5 No portion of the Deliverables contains or will contain any disabling mechanism or protection feature designed to prevent its use including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable the Deliverables, Esri Canada's software, Esri Canada's computer systems, or any other software or hardware.

5.5.6 The Deliverables will be free of programming errors, logic errors, software bugs and other defects in workmanship for a period of ninety (90) calendar days following the delivery date to Esri Canada. In the event of non-compliance with such specifications or occurrence of any such defects within such ninety (90) calendar day period, Flairsoft will, at Flairsoft's sole cost, use Flairsoft's best efforts to provide all programming and remedial services necessary to correct such non-compliance of or defects.

5.5.7 If Flairsoft is required to access Esri Canada's systems for the performance of the Consulting Services under a Project, Flairsoft shall ensure compliance with Esri Canada's security requirements communicated in writing to Flairsoft prior to its performance of any Consulting Services.

5.5.8 Flairsoft shall comply with all Esri Canada internal policies applicable to Esri Canada's designated personnel, independent contractors and subcontractors, as updated by Esri Canada from time to time including but not limited to Esri Canada's information and technology policies communicated in writing to Flairsoft.

## 6. Insurance and Limitation of Liability

6.1 Flairsoft, at its own expense, shall maintain and keep in full force and effect during the Term of this Agreement and for a period of two (2) years following the expiry of the Term or other termination of this Agreement:

(a) Commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least Two Million Canadian Dollars (CDN \$2,000,000). Esri Canada Limited must be added as an additional named insured in the insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owners'/ contractors' protective liability and must also contain a cross liability clause; and

(b) Errors & Omissions insurance coverage having a minimum limit of at least Two Million Canadian Dollars (CDN \$2,000,000); and

(c) Automobile liability insurance on all vehicles used in connection with this Agreement and such insurance shall have a limit of at least ~~Two~~ <sup>One LB W</sup> Million Canadian Dollars (CDN \$1,000,000) in respect of bodily injury and property damage inclusive of any one accident; and

(d) Non-owned automobile liability insurance and such insurance shall have a limit of at least ~~Two~~ <sup>One LB W</sup> Million Canadian Dollars (CDN \$1,000,000) in respect of bodily injury and property damage, inclusive in any one accident.

6.2 Flairsoft shall deliver to Esri Canada at the time of execution of this Agreement and, thereafter promptly, upon the request of Esri Canada, a certificate of insurance (all such policies of insurance being hereinafter described as the "Insurance Policies") as evidence that the required coverages are in effect to satisfy the requirements of Section 6.1. The Insurance Policies shall be arranged with insurers acceptable to Esri Canada, acting reasonably and shall contain such terms and conditions as are reasonably acceptable to Esri Canada. Flairsoft shall not cancel, terminate or materially alter the terms of any of the Insurance Policies without giving at least seven (7) calendar days prior notice in writing to Esri Canada.

6.3 IF FOR ANY REASON, ESRI CANADA BECOMES LIABLE TO FLAIRSOFT OR ANY OTHER PERSON FOR DIRECT OR ANY OTHER DAMAGES LOSSES OR EXPENSES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY), INCURRED IN CONNECTION WITH THIS AGREEMENT OR A STATEMENT OF WORK, THEN THE AGGREGATE LIABILITY OF ESRI CANADA FOR ALL DAMAGES, INJURY, AND LIABILITY INCURRED BY ESRI CANADA TO FLAIRSOFT AND ALL OTHER PARTIES IN CONNECTION WITH THE CONSULTING SERVICES, DELIVERABLES OR THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES ASSOCIATED WITH THE PROVISION OF SUCH CONSULTING SERVICES THAT GAVE RISE TO THE CLAIM FOR DAMAGES.

6.4 **Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR

BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY. THE FOREGOING SHALL NOT APPLY TO THE INDEMNITIES PROVIDED BY FLAIRSOFT TO ESRI CANADA UNDER SECTIONS 5.1, 5.2 AND 8.3 OF THIS AGREEMENT.

## **7. Payment to Flairsoft**

7.1 Esri Canada agrees to pay Flairsoft the fees set out in the Statement of Work for all Consulting Services and any Deliverables accepted by Esri Canada as duly performed by Flairsoft in accordance with this Agreement. Any additional expenses of Flairsoft will be invoiced to Esri Canada only with the prior written approval of Esri Canada. All fees and expenses will be payable in US dollars. All fees shall be based on the rates for the applicable resource categories set forth in Schedule "D".

7.2 Flairsoft shall invoice for amounts due, as they become due, but no more frequently than monthly. Invoices shall include a breakdown by the activities specified in the Statement of Work of the hours expended by labour category and their associated rates. Invoices shall be submitted by Flairsoft with supporting timesheets in the format specified by Esri Canada and where applicable copies of receipts for pre-approved expenses.

7.3 Esri Canada shall make payment to Flairsoft for any allowable and authorized costs properly invoiced no later than thirty (30) calendar days after receipt of a correct invoice for such invoiced work.

## **8. Withholding Taxes**

8.1 If Flairsoft is a non-resident of Canada within the meaning of the Income Tax Act (Canada), Esri Canada is obligated by law to withhold at the then current rate a percentage of the value of the Consulting Services performed in Canada by Flairsoft unless an official exemption from tax withholding is received by Esri Canada from Flairsoft as described in Section 8.2 below. Esri Canada shall be entitled to deduct any such required withholdings from any amounts paid or payable to Flairsoft under this Agreement. Any amounts deducted by Esri Canada pursuant to this Section shall be remitted by Esri Canada directly to any revenue authorities on behalf of Flairsoft with written notification provided to Flairsoft. Esri Canada will, upon request by Flairsoft, provide a formal written confirmation respecting any such withholding tax remittance provided by Esri Canada. It is expressly understood and agreed by Flairsoft that no additional payment shall be made to compensate Flairsoft as a result of costs associated or incurred in connection with Canadian withholding tax compliance and/or processing. Flairsoft shall provide accurate and timely information relating to the value of all Consulting Services performed by or on behalf of Flairsoft in Canada to permit Esri Canada to withhold the appropriate amounts as required by law.

8.2 Flairsoft may apply for and, at the discretion of the Canadian tax authorities, receive an exemption from payment of withholding tax. If successful in the application for an exemption, Flairsoft shall advise Esri Canada in writing, attaching a copy of the exemption.

8.3 Flairsoft shall indemnify and hold harmless Esri Canada from all third party claims brought against Esri Canada in respect of Flairsoft's obligations described in Section 8.

## **9. Non Exclusive Service**

9.1 It is understood that, during the Term of this Agreement, Flairsoft may work for other parties or conduct other business. Flairsoft shall ensure that the performance of work for such other parties will not directly conflict with Flairsoft's performance of its obligations under this Agreement or the due delivery of the Consulting Services.

## **10. Change of Scope**

10.1 If at any time during the term of a Statement of Work, Esri Canada desires Flairsoft to provide any additional services or deliverables in the form of an addition, modification or, a change to the scope of the existing Consulting Services or Deliverables, such changes will be mutually agreed upon by the parties using the Project Change Control Form attached as Schedule "C".

10.2 Each mutually agreed and executed Project Change Control Form shall be deemed incorporated into the Statement of Work and shall constitute a formal change to the Statement of Work, adjusting fees, specifications and completion date as agreed in each such Project Change Control Form. In no event shall the Consulting Services or Deliverables be deemed altered, amended, enhanced or otherwise modified except in accordance with this Section 10.

## **11. Dispute Resolution**

11.1 Should a dispute arise between Esri Canada and Flairsoft with respect to the Consulting Services on any Project, both parties will make every effort to resolve the dispute and will take whatever action may be necessary to reach an agreement which is acceptable to each party. If agreement cannot be reached, then either party may refer the matter to binding arbitration pursuant to the Arbitration Act (Ontario), using the rules of ADR Chambers, Toronto.

## **12. Confidentiality and Privacy**

12.1 During the Term of this Agreement, the parties hereto may exchange proprietary and/or confidential information including but not limited to performance, sales, financial, contractual, and technical data, including data and information. All such information will be treated by the parties as proprietary and confidential.

12.2 Neither party shall use for its own benefit or purposes or for the benefit or purpose of any other person, firm, corporation, association or other business entity, any information of a proprietary or confidential nature of the other party including but not limited to trade secrets, financial information, personal information and client relationship data. The party receiving confidential information under this Agreement shall hold such information in confidence and shall use such information only for the purposes of this Agreement and shall not disclose such information to any third party without the prior written approval of the other party with the exception of the minimum number of the receiving party's employees, representatives or agents who have a need to know such information and provided all such persons understand and acknowledge in writing, their obligation and willingness to preserve and hold such information in the strictest confidence.

12.3 The aforesaid restrictions on the use or disclosure of confidential information shall not apply to information that:

- (a) was lawfully known to the receiving party at the time of disclosure;
- (b) becomes known to the receiving party from a source other than the disclosing party, without obligations of confidentiality; or
- (c) has been published or is otherwise in the public domain without breach of this Agreement.

12.4 **Compelled Disclosure of Confidential Information.** In the event that confidential information provided to the receiving party is subject by law or a court order to compelled disclosure, the receiving party will provide the disclosing party with prompt notice and information of such compelled disclosure so that the disclosing party may take steps to seek a protective order or other appropriate remedy. In the event that it is established that the confidential information of the disclosing party is required to be disclosed by law, the receiving party will furnish only that portion of the confidential information of the disclosing party which it is advised, by written opinion of counsel, addressed to each of the parties hereto, that it is legally

required to disclose and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the confidential information.

**12.5 No Implied License.** No license to a party under any trademark, patent or copyright, or applications which are now or may thereafter be made, is either granted or implied by the conveying of information to that party. None of the information which may be submitted or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by any party to any of the other with respect to the infringement of trademarks, patents, copyrights, or any right of privacy, or other rights of third persons.

**12.6 Return of Confidential Information.** Upon the expiration of this Agreement or at any time upon the request of the disclosing party, the receiving party shall return to the disclosing party all proprietary and confidential information (including all copies thereof) or shall certify in writing that all such confidential information and all copies thereof have been destroyed.

**12.7** Immediately following the earlier of termination of this Agreement or completion of the Consulting Services under a Statement of Work, Flairsoft will deliver all Deliverables and any work in progress deliverables relating to the Consulting Services to Esri Canada and will hold Flairsoft's own Project related information in confidence as required by this Agreement. In addition, Flairsoft will comply with any additional requirements (including termination transition activities) provided by Esri Canada upon termination or completion of such Consulting Services.

**12.8** Flairsoft shall comply with all applicable privacy laws in the performance of its obligations under this Agreement.

### **13. Term and Termination**

**13.1** The term of this Agreement commences on the Effective Date and expires one (1) year thereafter unless terminated earlier as provided in this Agreement ("Term").

#### **13.1 Termination for Default**

**13.1.1** Either party shall have the right, but not the obligation, to terminate this Agreement or any Statement of Work with immediate effect, without cost or penalty for exercising such termination right, and without prejudice to any other rights or remedies under this Agreement, if the other party:

(a) fails to cure any material breach of its obligations under this Agreement or any Statement of Work or does not cease any conduct in violation of a Statement of Work within ten (10) business days following the written notice of such breach or violation from the non-defaulting party; or

(b) ceases to carry on business, becomes or is declared insolvent or bankrupt, is subject to any proceeding relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes a general assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations.

#### **13.2 Termination for Convenience**

**13.2.1** Esri Canada may terminate this Agreement, at its option, on thirty (30) calendar days' written notice to Flairsoft. Notwithstanding the foregoing, Esri Canada may require Flairsoft to complete any issued or ongoing Statement of Works before termination of this Agreement is effective provided however that Flairsoft shall be paid all fees for the Consulting Services satisfactorily performed under any such ongoing Statement of Work.

**13.2.2** Esri Canada may terminate a Statement of Work, at its option, on thirty (30) calendar days' written notice to Flairsoft, provided however, Flairsoft shall be paid for all fees for the Consulting Services satisfactorily performed under such Statement of Work.

## 14. General

14.1 **Publicity.** Flairsoft shall not issue a news release, public announcement, advertisement, or any other form of publicity or promotional materials concerning its efforts in connection with this Agreement, any Project or any Statement of Work without obtaining prior written approval from Esri Canada. In the event such approval is granted, any resulting form of publicity shall give full consideration to the role and contributions of each party.

14.2 **Notices.** All notices, demands or requests hereunder and in connection with a Statement of Work shall be in writing and shall be deemed properly delivered when sent to any other party by registered mail, email or receipted commercial courier. Any such document sent by email shall be deemed to have been received on the business day next following its transmission, and, if by registered mail, on the third business day next following its mailing.

### For notices to Esri Canada:

Esri Canada Limited

12 Concorde Place, Suite 900, Toronto, Ontario, M3C 3R8, Canada

Attention: Vice President and General Manager

Email: [Legal\\_notices@esri.ca](mailto:Legal_notices@esri.ca)

### For notices to Flairsoft:

Flairsoft Ltd.

7720 Rivers Edge Drive, Suite 200, Columbus, OH 43235, USA

Attention: Sr Vice President

Email: [nick@flairsoft.net](mailto:nick@flairsoft.net)

14.3 **No Assignment.** This Agreement may not be assigned or otherwise transferred by Flairsoft in whole or in part without the express prior written consent of Esri Canada, which consent may be withheld at its sole discretion.

14.4 **Severability.** If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, provincial or local Government having jurisdiction over this Agreement, such part, term or provision shall be enforced to the maximum extent permitted by law and the validity of the remaining portions or provisions shall not be affected thereby.

14.5 **Waiver.** No delay on the part of either party in exercising any right or remedy nor any failure to enforce compliance under this Agreement shall operate as a waiver thereof, unless expressly agreed to in writing by such party. Any such written waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. The single or partial exercise of any right or remedy under this Agreement by either party shall not preclude any other or further exercise of such right or remedy.

14.6 **Interpretation.** No provision of this Agreement shall be interpreted against any party merely because that party or its legal representative drafted the provision.

14.7 **Headings.** The headings herein are inserted for convenience only and shall not be construed to limit, or state the priority of any provision in this Agreement.

**14.8 Governing Law and Jurisdiction.** This Agreement and performance under any Statement of Work shall be construed and governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws provisions thereof. The parties hereby irrevocably consent to the non-exclusive jurisdiction of the court of competent jurisdiction in the Province of Ontario.

**14.9 Survival.** In the event of any expiration or termination of this Agreement or any Statement of Work, for any reason whatsoever, the provisions of this Agreement or any Statement of Work which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.

**14.10 Complete Agreement.**

- (a) This is the complete and exclusive statement of the Agreement between the parties with respect to the terms, conditions and representations contained in this Agreement and shall supersede and merge all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between the parties with respect to the subject matter of this Agreement.

Any amendments to this Agreement must be in writing under a separate agreement created for such purpose and signed by an authorized representative of each party.

- (b) A Statement of Work incorporating the terms, conditions and representations of this Agreement shall constitute the entire agreement between Esri Canada and Flairsoft in relation to the specific Consulting Services to which it applies and any previous correspondence is expressly excluded. Other than as expressly stated in this Agreement, there are no other extraneous agreements, representations or undertakings either express or implied which will affect that Statement of Work. In the event of any conflict between any terms and conditions of this Agreement and the terms and conditions of a Statement of Work, the terms and conditions of this Agreement shall hold precedence unless the Statement of Work explicitly references this Agreement and the provisions that are modified by the Statement of Work.

**14.11 Authority.** Each of the parties represents to the other that upon execution, this Agreement is a binding obligation upon the party and shall be duly enforceable in accordance with its terms.

**14.12 Force Majeure.** Each party shall be excused from performance under any Statement of Work for any period of time and to the extent that it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party or by an act of God, natural disaster, power interruption, act of government, court order, third party non-performance, cyber-attack, epidemic or other public health emergency or other cause, events or circumstances beyond its reasonable control (a "Force Majeure Event"). Such non-performance will not be a default under this Agreement only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party delayed by a Force Majeure Event will immediately notify the other party by telephone (to be confirmed in writing) of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event. Performance times will be considered extended for a period of time equivalent to the time lost because of any such delay. The parties will attempt to meet such extended performance times; however, if the parties are unable to agree upon an alternative schedule, or if the delay continues for a period of thirty (30) calendar days or more, then Esri Canada, at its option, may immediately terminate the Statement of Work.

**14.13 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as original

signatures of the parties. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.

14.14 Schedules "A", "B" "C" and "D" attached to this Agreement (and any updates thereto) form part of this Agreement.

**15. Anti-Corruption**

15.1 Flairsoft represents and warrants that it (i) will comply with the Corruption of Foreign Public Officials Act (Canada) and the Foreign Corrupt Practices Act (United States) and any other anti-bribery, anti-corruption and similar laws to which it is subject (collectively the "Anti-Corruption Laws"); and (ii) has neither committed or will commit any action which is prohibited under the Anti-Corruption Laws.

15.2 Flairsoft hereby certifies:

- (a) as at the Effective Date of this Agreement, neither it nor any of its directors, officers, employees, affiliates or to the best of Flairsoft knowledge, anyone acting on behalf of Flairsoft, have been investigated, under charge or convicted in any jurisdiction for fraud, bribery or corruption offences contrary to any criminal or anti-corruption law.
- (b) as at the Effective Date of this Agreement, neither it nor any of its directors, officers, employees, affiliates or to the best of Flairsoft knowledge, anyone acting on behalf of Flairsoft, have been or are currently debarred, suspended or proposed for debarment from the procurement of goods or services by any government entity.
- (c) as at the Effective Date of this Agreement, neither it nor any of its directors, officers, employees, affiliates or to the best of Flairsoft knowledge, anyone acting on behalf of Flairsoft, have been or are currently sanctioned or included in any restricted party lists by any government entity.

15.3 Flairsoft shall promptly report to Esri Canada any incident of breach or potential breach of this Section 15, including any exceptions to Section 15.2 (a) through (c) which currently exist, or which occur subsequent to the Effective Date of this Agreement.

15.4 In addition to any other remedies that Esri Canada may have at law or in equity, Esri Canada shall have the right to terminate this Agreement for default with immediate effect upon written notice to Flairsoft, without cost or penalty, if Flairsoft is in breach of this Section 15.

**IN WITNESS WHEREOF** the parties have signed this Agreement through their authorized representatives as of the Effective Date.

**Esri Canada Limited**

**Flairsoft Ltd.**

By: *Lois Boynton*

By: *Nick Kulshrestha*

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Lois Boynton, Vice-President & General Manager

Nick Kulshrestha, Sr VP

Name and Position

Name and Position

**SCHEDULE "A"**

**SAMPLE STATEMENT OF WORK**

Statement of Work No. \_\_\_\_\_

This Statement of Work dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is issued pursuant to the Task Based Consulting Services Agreement entered between Esri Canada Limited and Flairsoft Ltd., dated September 5, 2023 (the "Agreement").

This Statement of Work authorizes the delivery of the Consulting Services described herein in accordance with the terms and conditions of the Agreement.

- 1. Scope of Work:
- 2. Total Statement of Work Not-to-Exceed Value:
- 3. Delivery Schedule or Start/End Date(s) for the Consulting Services:
- 4. Flairsoft Designated Personnel:
- 5. Special Considerations (if any):
- 6. Fees and Payment Schedule:

**ACCEPTED AND AGREED:**

<p><b>Flairsoft Ltd.</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><b>Esri Canada Limited</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	---

**SCHEDULE "B"**  
**CONSULTANT ASSIGNMENT OF RIGHTS**

**In consideration of the Task Based Consulting Services Agreement (the "Agreement") attached hereto:**

The undersigned, consultant, Flairsoft Ltd. (the "**Consultant**"), being responsible for executing each Project hereby assigns to Esri Canada Limited ("**Esri Canada**"), its successors and assigns all rights, including but not limited to, all copyrights, trade secrets, patent rights, titles, interests, and other proprietary rights in all products, documentation, and material such as computer programs and related documentation and material and other intellectual property contained in design, symbols, algorithms, and in all reports to be developed, created or written in the course of the provision of the services (hereinafter known as the "**Deliverables**") under the aforementioned Agreement.

Without limitation of the foregoing, the Consultant hereby sells and waives all rights to Esri Canada for those Deliverables and the right to sell, license, rent, lease, transfer, assign, lend with all rights, titles and interests therein to any person, firm or corporation, and the right to reproduce and advertise as well as the right to all profits, benefits, royalties and other moneys and advantages from whatsoever source that shall or may arise, by and from such activities.

The Consultant also assigns to Esri Canada all rights to claim and rights of action, present and future with respect to any property rights in the Deliverables and/or the use of the Deliverables.

The Consultant agrees that Esri Canada, its successors, assignees, and licensees are not required to designate the Consultant as author or co-author of the Deliverables. Within the limits of the law, the Consultant hereby unconditionally and irrevocably waives all of its rights to the Deliverables, including, but not limited to, all moral rights, copyrights, trade secrets and patent rights, arising from the Consultant's authorship of the Deliverables.

The Consultant agrees that Esri Canada, or its assignee shall have the right to make any modifications, translations, adaptations and conversions to the Deliverables as it sees fit.

The Consultant hereby agrees to execute any and all documents deemed necessary or useful by Esri Canada, to give effect to Esri Canada's rights and the rights of its assignees, if any, in the Deliverables.

This Assignment and renunciation binds heirs, successors, assignees and shall benefit the customers, agents and Esri Canada employees and any other person or corporation designated by Esri Canada. This assignment and renunciation cannot be revoked in any way.

In addition to defined terms contained herein defined terms in the attached Agreement shall be applicable to this assignment.

SIGNED as of the date below.

**Flairsoft Ltd.**

By: Nick Kulshrestha

Name: Nick Kulshrestha

Date: 09/15/2023

**Witness:**

By: Nandini Kondagari

Name: Nandini Kondagari

Date: 09/15/2023

**SCHEDULE "C"**  
**PROJECT CHANGE CONTROL FORM**

Project Change Control Form

---

**Project Name:**

**Esri Canada Contact:**

**email:**

**Tel. #:**

**Flairsoft Contact:**

**email:**

**Tel. #:**

**CR Submitted by:**

**Change Request #:**

**Date request made:**

**Date required by:**

**Related CR #s:**

Choose an item.

**Priority:** Choose an item.

**Risk Assessment:**

***Proposed Change***

**Description of proposed change:**

**Reason for change:**

***Recommendation and Assumptions***

**Recommended Solution:**

**Assumptions:**

**Attachments**  (list supporting documents)

***Impact Assessment***

**Impact of not allowing the change:**

**Schedule Impact:**

**Budget Impact:**

Service Type:  Time & Materials or  Fixed Price

Does this Change Increase Overall Project Risk: Yes  No

**Other Impact (e.g. Performance, Service, Quality):**

***Authorization***

	<b>Esri Canada Limited</b>	<b>Flairsoft Ltd.</b>
<b>Name</b>		
<b>Title/Role</b>		
<b>Total \$ Value of Approved Change</b>		
<b>Approved</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Not Approved</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Signature</b>		
<b>Date</b>		

## Exhibit A - Pricing Page

### WVDOT Information Technology Staffing Services RFQ(81260081)

CRQM DOT26\*44

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst	2080	EA	N/A				#VALUE!
4.1.2	Mainframe Application Analyst	2080	EA	N/A				#VALUE!
4.1.3	Senior Application Oracle Database Administrator	2080	EA	N/A				#VALUE!
4.1.4	Application Oracle Database Administrator	2080	EA	N/A				#VALUE!
4.1.5	Senior Application DB2 Database Administrator	2080	EA	N/A				#VALUE!
4.1.6	Application DB2 Database Administrator	2080	EA	N/A				#VALUE!
4.1.7	PC Programmer Analyst	2080	EA	\$75.75	\$78.02	\$80.36	\$82.77	\$659,152.00
4.1.8	Senior PC Programmer Analyst	2080	EA	\$85.99	\$88.56	\$91.21	\$93.96	\$748,217.60
4.1.9	Application SQL Server Database Administrator	2080	EA	N/A				#VALUE!
4.1.10	Senior Application SQL Server Database Administrator	2080	EA	N/A				#VALUE!
4.1.11	GIS Database Administrator	2080	EA	N/A				#VALUE!
4.1.12	Senior GIS Database Administrator	2080	EA	N/A				#VALUE!
4.1.13	GIS Architect	2080	EA	N/A				#VALUE!
4.1.14	GIS Application Developer	2080	EA	\$90.66	\$93.38	\$96.18	\$99.07	\$788,923.20
4.1.15	Senior GIS Application Developer	2080	EA	\$103.48	\$106.58	\$109.78	\$113.07	\$900,452.80
<b>Grand Total</b>								<b>\$3,096,745.60</b>



**We deliver. You succeed.**



**West Virginia Department of Transportation  
Information Technology Temporary Staffing Services**

**Flairsoft Response**  
April 14, 2026, 1:30 PM EDT

**Submitted to:**  
**John Estep**  
**West Virginia Purchasing Division**



**Proposer's Name: Flairsoft Limited**

**Submitted By:**  
Nick Kulshrestha  
Senior Vice President, Flairsoft Ltd.  
[nick@flairsoft.net](mailto:nick@flairsoft.net)  
Office: (614) 888 0700 Ext 201

**110 Northwoods Blvd, Suite C, Columbus, OH 43235**  
**Baltimore, MD | Lansing, MI | Oklahoma City, OK | Salem, OR | Warner Robins, GA**

*This document includes data that is proprietary to Flairsoft and shall not be disclosed outside WVDOT, or its representative, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this document. This restriction does not limit WVDOT, right to use information contained in this document if it is obtained from another source without restrictions that protects Flairsoft's intellectual property except the cost proposal.*

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## COVER LETTER

John Estep  
West Virginia Purchasing Division

April 14, 2026

Subject: Flairsoft's Response to WVDOT Information Technology Temporary Staffing Services.

Dear John,

Flairsoft is pleased to provide this response to the WVDOT's Information Technology Temporary Staffing Services. We have carefully reviewed the requirements provided in the RFQ response document and believe that Flairsoft meets all the required skill sets to respond to this RFQ. Flairsoft is committed to helping our clients improve their IT services to become more efficient, service-oriented, and responsive to the needs of the businesses they support. Flairsoft has experience in providing similar services to other Cities.

Flairsoft has been providing maintenance and support consultancy services, and our product implementation services in 35 States in US and 3 provinces in Canada. Flairsoft has been providing IT consulting and product services to state and local customers for 18 years, federal customers for 14 years and commercial customers for 24 years. This experience makes us best suited to work on such a similar project. Flairsoft provides general IT staffing services to state agencies nationwide, demonstrating our ability to deliver skilled technical resources to support complex transit operations.

In addition, Flairsoft brings extensive experience supporting Departments of Transportation (DOTs) and transit agencies across the country, reflecting a strong understanding of transportation domain requirements and regulatory frameworks. Flairsoft has over 23 years of proven history of successfully implementing integrated Right of Way and Utility Management systems for State Agencies, DOTs, and transit agencies using its flagship Flairdocs™ solution. Our client portfolio includes major East Coast agencies such as NYSDOT, Virginia DOT, Delaware DOT, Georgia DOT, and the Virginia Passenger Rail Authority.

We believe that our knowledge of the State of West Virginia's business, our experience gleaned from serving the public sector and federal government clients for over 24 years, and the substantial value that our continued software development and support services bring makes us best suited to work with the state on this project. We use a rationalized, methodical approach within a strong governance structure that is staffed with our most qualified delivery team. Here are our differentiators:

- ✓ **Flairsoft recently received award notification from the lead state of North Carolina for NASPO ValuePoint Procurement Assistance and Support Services and IT Research, Advisory, and Consulting Services (IT RAC). This RFP was competed nationally to establish Master Agreements with qualified bidders, to provide Procurement Assistance and Support Services and IT Research, Advisory, and Consulting Services for all Participating States. Only 14 vendors including Flairsoft were awarded for both PASS and IT RAC category.**
- ✓ **Under NASPO contract, Flairsoft has already signed participation agreement with State of Hawaii, State of Missouri and State of North Carolina under PASS and IT RAC categories.**
- ✓ **Flairsoft recently received award notification from the lead state of Utah for NASPO ValuePoint Cloud and Software Solutions for Flairsoft's intellectual property Flairdocs Right of Way and Property Management Solution.**
- ✓ **Flairsoft is also pre-qualified for the Project Based Information Technology (IT) Consulting Services Contracts streamline the procurement of IT Consulting Services for Authorized Users of NYS OGS Centralized Contracts for all the categories - Lots 1A, 1B, 2, and 3. Authorized User Agreements awarded as a result of Mini-Bids under this Centralized Contract will result in fixed-price deliverable-based agreements for Consulting Services. The highest category is for the projects between \$10M to \$30M.**
- ✓ **Flairsoft is currently developing Dam Safety Application for Mississippi Department of Environmental and Quality. The project is deliverable - based and will be completed by April 30, 2026.**
- ✓ **Our 20+ years of experience providing temporary IT staffing to several State, Cities, Counties and fortune 500 companies.**



## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

- ✓ With our experience we understand government IT environments, including confidentiality and cybersecurity requirements. We are also State-RAMP and SOC2 certified.
- ✓ We have ability to source candidates across a wide range of IT disciplines and for emergency or on-call staffing needs. We have been providing maintenance and support on-call services since 2005.
- ✓ Since we provide IT staff augmentation and project-based services to several state agencies, we understand the contractual requirements and are flexibility in contract arrangements (e.g., hourly, monthly, project-based).
- ✓ Flairsoft is prequalified for State of Washington IT Project development services in 2024
- ✓ We were a pre-qualified contractor for the State of Ohio and Oklahoma Deliverable Based IT Services (DBITS). In addition, Flairsoft is also pre-qualified for Data Analytics services in 5 major domains by the State of Ohio.
- ✓ Flairsoft is currently offering staff augmentation services to the States of Michigan, Ohio, Utah, New York, Pennsylvania, Connecticut, Colorado, and the District of Columbia.
- ✓ Flairsoft was awarded the California Multiple Award Schedule (CMAS) for the purchase of Information Technology (IT) consulting services, in September 2022 by the California Department of General Services.
- ✓ Flairsoft was awarded Hennepin County's, Minnesota, IT Consulting Services Program in November 2022.
- ✓ Flairsoft is also a staff augmentation vendor with Covendis and provides service to Atlanta (GA), Oregon, Mississippi, and Chicago Transit Authority.
- ✓ Flairsoft was placed on the top 10 vendor list and ranked number 5 as a Tier 1 vendor for doing business with the State of Utah.
- ✓ Flairsoft is awarded contract for providing General IT staffing services by Sound Transit, Seattle
- ✓ Flairsoft was recently qualified to provide SOW services to the Commonwealth of Virginia (CoVA) under the IT Contingent Labor (ITCL) contract for Application Development and IT Infrastructure Services.
- ✓ Flairsoft CEO was recently recognized and awarded Innovation Leader by Asian American Commerce Group.
- ✓ Flairsoft was recognized as the top MBE supplier of the year for 2022 by the Ohio Minority Supplier Development Council (OMSDC).



Flairsoft is seeking to become a supplier to provide Information Technology Temporary Staffing Services for WVDOT and Affiliates to purchase services on an as-needed basis to provide candidates for the provided classifications.

- **PC Programmer Analyst**
- **Senior PC Programmer Analyst**
- **GIS Application Developer**
- **Senior GIS Application Developer**

Flairsoft's designated point of contact for this RFP.

Nick Kulshrestha  
Senior Vice President, Flairsoft Ltd.  
110 Northwoods Blvd, Suite C, Columbus, OH 43235  
Cell: (614) 519- 8734, Email [nick@flairsoft.net](mailto:nick@flairsoft.net)

Flairsoft warrants that our proposed team shall be available to ensure successful project completion. Flairsoft has a substantial recruitment team that provides us with a reserve pool of technical and business backup resources which will support the prompt replacement of any team member if required. If backup resources are employed, 'ramp-up' time will be minimal and at no cost to WVDOT.

We will also ensure that the primary resource provides a thorough knowledge transfer before departing the project. We have extensive networking of professional talent, and we sponsor various events.

Our staff members have been invited to speak at local and national user groups, conferences, and seminars including the International Right of Way Association (IRWA), American Association of State Highway and Transportation Officials (AASHTO), Medicaid Enterprise System Conference (MESOC) American Public Works Association (APWA), Armed Forces Communications and Electronics Association (AFCEA) South East Exchange (SEE), ISM+PHSA, Ohio Digital Conference, PMI



## Fairsoft Response to WVDOT Information Technology Temporary Staffing Services

Day, Tech Columbus, Central Ohio XP Group, Central Ohio Quality Assurance Group, and the Dayton IT Wing Conference. The meet and greet conferences are organized by various agencies and our team visits them often to represent Fairsoft in-person to market our capabilities.

We are open to future discussions, if you should have any questions regarding any part of response is not aligned with your expectations including costing, we would request you to provide us an opportunity for the clarifications.

Please feel free to contact me if you require any additional information. We would appreciate any opportunity to submit the clarification in case you feel that response is not in line of your requirements.

Best regards,



**NICK KULSHRESTHA**

*Senior Vice President, Fairsoft*

## QUALIFICATIONS

1. Vendors shall have been in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

Flairsoft confirms its compliance with this requirement, with over five (5) years of experience delivering similar information technology services. Further details outlining our qualifications and experience are provided below.

**Flairsoft's Articles of Association and incorporation documents are included to demonstrate legal establishment, governance structure, and authorization to conduct business operations relevant to this RFQ, confirming compliance with all statutory and regulatory requirements. In addition, sample contract agreements for OST, Knowledge Services and ESRI from previous engagements have been provided as evidence of experience in delivering services of similar scope and complexity, demonstrating successful execution, client engagement, and adherence to contractual obligations.**

### 1.1 Company Profile

Flairsoft was incorporated as a limited liability corporation in the state of Ohio in 2001 and is a consulting and technology services delivery company with over 25 years of experience in providing innovative and reliable solutions. Flairsoft has established a strong track record of delivering high-quality services that modernize legacy systems and improve service efficiency for citizens. The company is a CMMI Level 2, SOC 2, and ISO 9001 certified firm, demonstrating its commitment to quality, security, and process excellence. Flairsoft provides staffing solutions to the state of Ohio, Pennsylvania, Michigan, Arkansas, Virginia, New York, Oregon, Connecticut, Colorado, and Washington D.C. Flairsoft is currently providing professional IT Consulting Services for 23 US states and 2 provinces in Canada. Flairsoft is successfully supporting government and commercial clients with over 100 staff and 5 offices nationwide. **Flairsoft is MBE certified in 11 states and commissions and DBE certified in 23 states and authorities across the nation.** Flairsoft is also SOC2 Type 2 Certified demonstrating ongoing security, availability, processing integrity, confidentiality, and privacy of client data.



Flairsoft maintains technology and strategic partnerships with Microsoft (GOLD), Oracle, ESRI, HP Mercury, and Optimal Solution Technologies. We have been attending and sponsoring key industry events like IJIS, NALCP, NABC, NCSLA, etc. We pride ourselves on hiring the s best talent, utilizing our industry expertise, and offering value-added staffing services on a contractual basis for specialized non-IT needs as well.

Flairsoft, as a software development company, has provided consulting services over the decades now and continues to do so. We have experience in handling different types of projects like fixed cost, cost plus, fixed fee, SOW based and staff augmentation.

Flairsoft's ability to provide high-quality IT services and consultants at reasonable prices has earned us direct relationships with the state government, the federal government, and public sector clients. We use a rationalized, methodical approach within a strong governance structure that is staffed with our highly qualified delivery team. Meeting client challenges requires an experienced partner who shares their client's vision and has the experience and commitment to help navigate the challenges and opportunities that lie ahead. We have built a dedicated, seasoned project/recruitment team of subject matter experts and stakeholders who understand the challenges, and who can identify the best ways to serve our clients. Flairsoft has the staff, qualifications, passion, and dedication to provide innovative and easy-to-use services and solutions that will greatly benefit our clients.



## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

We have delivered efficiencies through innovation with experience serving commercial, state, and federal government customers including the state & local government, Air Force Research Laboratory, and the U.S. Department of Transportation.

### 1.2 Relevant Experience

Flairsoft is connected to a large, local and talented pool of resources to meet the needs of the WVDOT. We have access to local talent through our current consultants' networks and relationships with local partner company networks. We have full-time recruiters and access to multiple national job databases to quickly find the suitable skillset and identify the right candidate for our customers' needs. Flairsoft is a direct vendor to multiple state governments and commercial clients and is engaged to fulfil their nationwide requirements daily.

Durations	Experience & Past Performance
24	<b>Years of successfully supporting government and commercial clients, with over 100 staff and 5 offices nationwide.</b>
20	<b>Application Development, Project Management, Data Analytics &amp; Architecture for T&amp;M and fixed cost projects. Pre-qualified for all DBITS categories and Data Analytics Services by the states of Ohio and Oklahoma in 2022.</b>
20	<b>Proven track record in delivering high-value Software GIS/Mobile Solutions using .NET, Java, Oracle, WebServices, ERP, Business Intelligence, Database and XML Technologies.</b>
19	<b>Using Microsoft Solutions .NET architecture, helping customers streamline their processes, with our BPM tool, Flairdocs™, which has been successfully deployed at many government and commercial customers.</b>
8	<b>Certifications: International Organization for Standardization (ISO 9001:2015), Capability Maturity Model Integration (CMMI) Level 2, SOC2 Type 2, Microsoft Gold, Oracle, ESRI, STS, DBE, MBE, GSA</b>
8	<b>Experienced in developing Software Cloud Solutions within Agile/DevOps environments and Cyber Security. Published white papers improve machine learning.</b>

Flairsoft is currently managing several staff augmentation and fixed cost projects for the states of Ohio, Utah, Michigan and New York.

S. No.	Agency	Since	Staff	Key Services
<b>State of Ohio</b>				
1	Ohio Department of Job and Family Services, Health, Education, Public Safety, Public Employees Retirement System, Developmental Disabilities, Natural Resources, Insurance, Transportation, Rehabilitation and Correction, AGO, BWC, OBM, OAKS, OIT, CIV Franklin County	2003	15	Software Development, Platform Upgrade, Implementation, Integration, Data Migration, Testing, Maintenance and Support Services
2	Ohio Department of Administrative Services /SOCC	2011	4-6	System Admin, Exchange Server, Help Desk, Peoplesoft
3	Ohio Department of Mental Health	2014	4	IV&V, Quality Assurance, Testing, Analysis
4	Ohio Department of Agriculture, Department of Medicaid	2016	12	IT Strategy Verification and Validation, IT Governance Design, and Implementation, Development of RFP for Procurement Services



## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

State of Utah				
5	Board of Education, Granite School District, DTS – Department of Technology Service and Department of Human Services	2021	8-10	Operation Engineer, Scrum Master, DevOps Java Developer and Tableau/Power BI
State of New York				
6	NYS - Women, Infants and Children (WIC), HOMESTAT, Insurance Fund (NYSIF), Metropolitan Transportation Authority (NY MTA), Office of Children and Family Services (OCFS)	2019	6-9	Senior .Net Developer, UI/UX Designer, Network Administrator, Senior MuleSoft Engineer, Senior .Net Full Stack Developer, Cognos Developer
State of Michigan				
7	Michigan Statewide Automated Child Welfare Information System (SACWIS)	2017 – Till Date	11-32	Software Development, Production Maintenance, Quality Analyst, Project Management
State of Connecticut/Colorado				
8	Department of Criminal Justice (CJIS) CO DAS - Office of Digital Services (CTDS) -	2022 - Ongoing	2	Testing and Quality Assurance Services Website Content Writer - Web Content Design
State of Pennsylvania				
9	Department of Transportation	2024 - Ongoing	1	Cyber Security Analyst
State of Washington DC				
10	Washington DC Office of the Chief Financial Officer	2024 - Ongoing	2	Oracle Integration Cloud Technical Specialist

### System Integration Partner

Flairsoft has a variety of partnerships with best-in-class companies to deliver comprehensive solutions to our clients. Some of these partners include:

- **Deloitte Consulting:** Flairsoft has been a trusted partner with Deloitte since the 2008 implementation of ERP and COTS solutions. Flairsoft implemented PeopleSoft to modernize OBM’s Shared Service Project.
- **CGI:** Flairsoft has a long-standing relationship with CGI to deliver mission-critical systems since 2007 and is currently working on multiple programs for the states of Ohio and West Virginia.
- **Sogeti USA:** IT Strategy, Planning & Governance framework for the State of Ohio, in partnership since 2016.



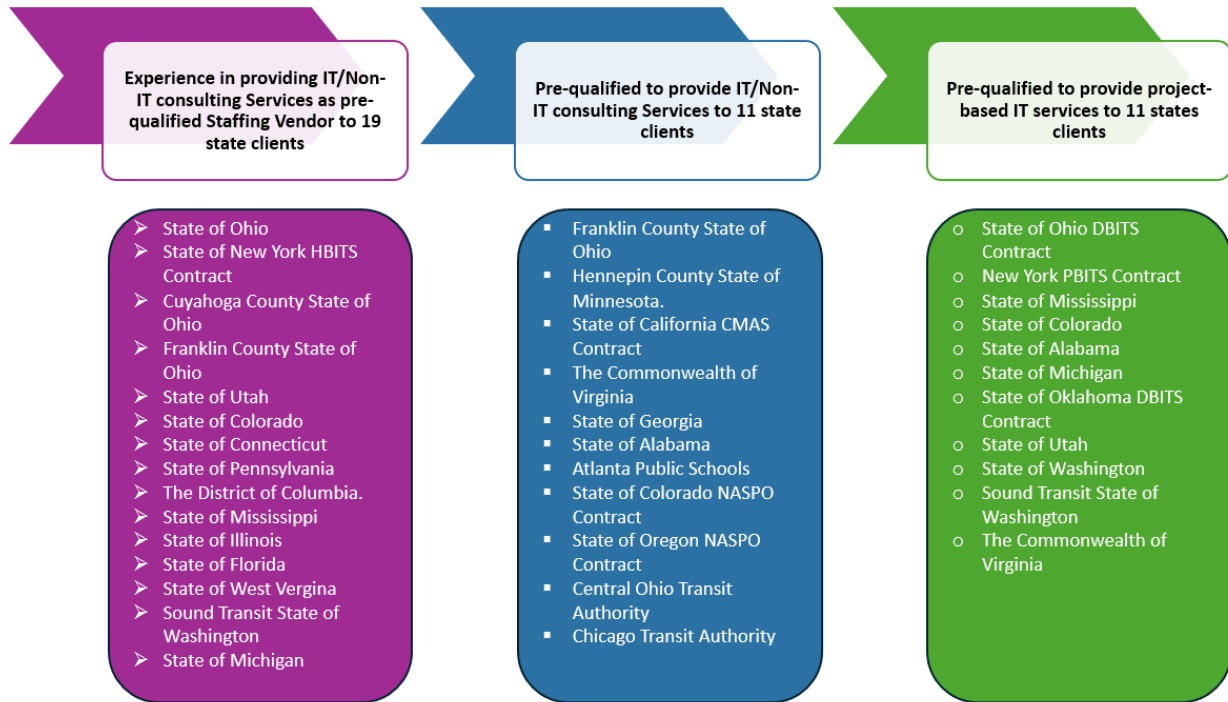
## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

- **Conduent:** Flairsoft has had a strategic partnership with Conduent since 2016 and is currently partnered on opportunities to implement custom and COTS solutions for the states of Ohio and Michigan.

- **CSG Government Solutions:** Ohio MITS Proactive Services and IV&V Services project contract and MMIS procurement partnership since 2010.

CMA	Insight	Conduent	CSG Government Solutions	Sogeti USA	Deloitte Consulting	CGI
Flairsoft partnered with CMA for New York State DOT Product development project.	Flairsoft partnered with Insight on various public projects like - Wayne County Airport Authority, Michigan - Data Integration Project	Flairsoft has had a strategic partnership with Conduent since 2016 and is currently partnered on opportunities that implement custom and COTS solutions for the states of Ohio and Michigan.	Ohio MITS Proactive Services and IV&V Services project contract and MMIS procurement partnership since 2010	IT Strategy Planning & Governance framework for the State of Ohio, in partnership since 2016.	Flairsoft has been a trusted partner with Deloitte since the 2008 implementation of ERP and COTS solutions. Flairsoft implemented PeopleSoft to modernize OBM's Shared Service Project.	Flairsoft has a long-standing relationship with CGI to deliver mission-critical system since 2007 and is currently working on multiple programs for the states of Ohio and West Virginia.

Below is the snapshot of the services provided by Flairsoft in US & Canada which also includes our pre-qualifications to provide such services to several state and county clients in US.



**Figure 1: Flairsoft Experience Snapshot**



## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

maintenance, management, and support services for the Medicaid Management Information System (MMIS) for the State of Ohio since 2009. Additionally, since 2017, Flairsoft has been engaged in upgrading, managing, and maintaining the Statewide Automated Child Welfare Information System (SACWIS) for the State of Michigan.

### 1.3 Client References

Below are some references that demonstrate Flairsoft’s expertise and proven experience in successfully performing services similar to those requested by WVDOT.

<b>Institution Name/Client Name:</b> Optimal Solutions and Technologies	<b>Location:</b> Pennsylvania
<b>Name of Project:</b> Staff Augmentation and IT Consulting Services	
<b>Representative Name:</b> Gary Koppenhaver	<b>Representative Contact Details</b> <b>Contact Phone Number:</b> 717-639-9749 <b>Contact Email Address:</b> <a href="mailto:gkoppenhaver@ostglobal.com">gkoppenhaver@ostglobal.com</a>
<b>Years of Service:</b> 5 Years (01/2017 – 06/2027)	
<b>Description of the services provided:</b> Flairsoft has been providing staff augmentation services to the State of Ohio since 2005. These services are provided to different state & local agencies. This includes <b>project/product/program managers</b> , architects, JAVA, .NET developers, QA, business analyst, <b>help desk support</b> consulting services. Currently Flairsoft has over 20 consultants (including PC Programmer Analyst and Senior PC Programmer Analyst) in Ohio, Pennsylvania and Washington DC through OST. The consultant provides code enhancement and development programs and/or required fixes to production problems using the functional and technical programming standards.	

<b>Institution Name/ Client Name:</b> Knowledge Services	<b>Location:</b> Salt Lake City, Utah
<b>Name of Project:</b> Staff Augmentation for State of Utah, Department of Government Operations	
<b>Representative Name:</b> Mark C Thomas	<b>Representative Contact Details</b> <b>Contact Phone Number:</b> 629-888-0698; 801-897-4347 <b>Contact Email Address:</b> <a href="mailto:MarkT@knowledgeservices.com">MarkT@knowledgeservices.com</a>
<b>Years of Service:</b> 07/01/2021- 06/30/2026	
<b>Description of the services provided:</b> Flairsoft has been providing staff augmentation services to State of Utah since 2005. These services are provided to different state & local agencies. This includes project/product/program managers, architects, developers, QA, business analyst, help desk support with SME consulting services. The offered services include – <ul style="list-style-type: none"> <li>• <b>Software Engineering – (PC Programmer Analyst and Senior PC Programmer Analyst)</b></li> <li>• Program and Project Management</li> <li>• Business Analysis - Requirements Management</li> <li>• Quality Assurance / Quality Checking / Accessibility</li> <li>• Project and Program Technical Leadership</li> <li>• Application Development and Support</li> <li>• Enterprise Architecture</li> <li>• Customer Service/Helpdesk</li> <li>• Data Services</li> <li>• Information Technology Security</li> </ul>	

<b>Institution Name/ Client Name:</b> ESRI Canada	<b>Location:</b> Calgary
<b>Name of Project:</b> Task based consulting services	
<b>Representative Name:</b> Sumit Sharma	<b>Representative Contact Details</b> <b>Contact Phone Number:</b> 403-464-9389 <b>Contact Email Address:</b> <a href="mailto:ssharma@esri.ca">ssharma@esri.ca</a>
<b>Years of Service:</b> 09/05/2023 - Present	
<b>Description of the services provided:</b> Flairsoft currently supports ESRI Canada with a team of six dedicated resources providing specialized GIS expertise. The team includes a GIS Architect, <b>GIS Application Developers, and Senior GIS</b>	



## Flairsoft Response to WVDOT Information Technology Temporary Staffing Services

**Application Developers** who contribute across system design, application development, and implementation activities. These resources support project delivery, enhance system capabilities, and ensure alignment with business and technical requirements through ongoing development and optimization efforts.

### 1.4 Capability Statement

Flairsoft has a proven track record of providing skilled IT professionals for both short-term and long-term assignments, ensuring each resource is thoroughly vetted, technically proficient, and compliant with security and confidentiality standards. Our recruitment process, supported by a database of over 20,000 pre-qualified candidates, enables rapid sourcing and deployment across multiple technology domains. Using our Available/Interested/Qualified (AIQ) framework, all candidates undergo comprehensive screening, background checks, skills testing, and verification of credentials. This structured approach allows Flairsoft to consistently meet turnaround timelines and efficiently handle multiple roles and high-volume staffing needs while maintaining quality and compliance.

2. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

Flairsoft confirms its demonstrated experience in providing staffing services across the classifications outlined in the previous section. Over the past five (5) years, we have successfully deployed more than six (6) qualified professionals across comparable roles, ensuring full alignment with defined qualification requirements and client expectations.

Specifically, Flairsoft has supported staffing requirements for **PC Programmer Analyst and Senior PC Programmer Analyst** roles under long-term staff augmentation engagements with government entities, as well as **GIS Application Developer and Senior GIS Application Developer** roles under specialized consulting engagements. These deployments have consistently met or exceeded the applicable classification criteria.

Flairsoft is submitting the following documentation as evidence of its staffing capability and experience:

1. **Master Service Agreement with the State of Utah**, effective February 19, 2021 (ongoing), under which Flairsoft has provided staffing for PC Programmer Analyst and Senior PC Programmer Analyst roles.
2. **Ohio IT Staff Augmentation (OH ITSA) Contract** with OST Inc. and Flairsoft, effective June 28, 2021 and renewed through June 2027, under which Flairsoft has provided PC Programmer Analyst and Senior PC Programmer Analyst resources.
3. **Task-Based IT Consulting Services Agreement with ESRI Canada**, effective September 5, 2023, under which Flairsoft provides GIS Application Developer and Senior GIS Application Developer resources.

**These submitted past contracts further demonstrate the bidder's ability to source, deploy, and manage qualified personnel in response to client requirements, thereby supporting compliance with Section 3.2 (Staffing Capability).**

For each engagement, Flairsoft maintains comprehensive documentation that maps candidate qualifications, experience, and role responsibilities to the applicable classification requirements. This includes client details, role descriptions, duration of engagement, and confirmation that the resources provided met the specified criteria.

In accordance with the solicitation requirements, Flairsoft confirms that detailed supporting documentation—including identification of client entities and associated contact information—has been included as part of this proposal and/or will be made available prior to award, as required.



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Additionally, our experience includes sourcing, deploying, and managing qualified personnel for multiple clients across various technology consulting engagements. Each deployment has aligned with defined role classifications, ensuring that candidates met the required qualifications, experience levels, and skill criteria.

We maintain verifiable records of these engagements, including client details, role classifications, and candidate profiles. Supporting documentation, including candidate resume and references with contact information and evidence of classification alignment, will be made available prior to award, in accordance with the requirement. Below are the details on how Flairsoft offers Staffing capability –

### 2.1 Staffing Approach

Our staffing methodology follows a structured, multi-phase approach designed to ensure rapid identification and deployment of qualified professionals. We begin with requirement analysis in alignment with the classification criteria, followed by targeted sourcing through internal databases and external channels. Candidates undergo a layered evaluation process including technical screening, role-fit assessment, and verification of experience against classification requirements. Upon selection, we support onboarding through documentation validation, background checks (as required), and coordination with client stakeholders to ensure seamless integration.

Flairsoft provides a high-touch, engagement-focused service model supported by senior leadership involvement. The account will be managed by a Dedicated Account Representative, **Mr. Randy Acquino**, who operates at a senior level within Flairsoft's account management structure and is responsible for overall client relationship management, service delivery oversight, and client satisfaction.

### 2.2 Talent Pipeline

Our sourcing channels include internal candidate repositories, professional networks, strategic partnerships, and leading job platforms. Additionally, we leverage passive candidate outreach and referral networks to ensure access to high-quality talent. This diversified sourcing strategy enables us to consistently meet volume and niche skill requirements.

### 2.3 Screening & Quality Assurance

Flairsoft has an automated screening process using a library of validated skills tests and interviews that rank candidates by actual ability. We utilize anti-cheating monitors which ensures process integrity, allowing the Flairsoft team to quickly screen and interview high-potential, verified talent. This process will ensure that right candidate with required skills is submitted to the client.

We employ a rigorous screening and quality assurance framework to ensure all candidates meet or exceed the minimum qualifications defined for each classification. This includes resume validation against classification criteria, technical interviews, and where applicable, certification and credential verification. Each candidate submission is reviewed for completeness and compliance, ensuring alignment with the specific requirements outlined in Section 1. Quality checks are embedded at each stage to maintain consistency and accuracy.

### 2.4 Turnaround Time

Our standard turnaround time for candidate submission is between **3 to 7 business days**, depending on the complexity and specificity of the role. For high-volume or urgent requirements, we leverage our ready talent pool to expedite submissions within shorter timelines.

### 2.5 Compliance Confirmation

We confirm that all candidates submitted will meet the minimum qualifications and documentation requirements as specified.

**Further, we confirm that Flairsoft has successfully provided staffing of six (6) or more individuals across relevant classifications within the past five (5) years. Supporting documentation, including client references with contact details and evidence of classification alignment, will be provided prior to award in accordance with the solicitation requirements. Candidate resumes can also be provided upon request at the time of staffing needs in accordance with Section 4.2.**



## MANDATORY REQUIREMENTS

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Flairsoft confirms that it will provide qualified personnel meeting the requirements outlined in Section 4.1. Resumes will be submitted upon request by the State or at the time of a specific staffing need/task order. Each resume will clearly demonstrate the candidate's qualifications, including relevant experience, technical skills, and duration of experience aligned with the requirements of the requested classification.

All resumes will be provided in a standard professional format (PDF or Word), and will include:

- Candidate name
- Relevant work experience
- Technical skills and competencies
- Education and certifications (if applicable)
- Duration of experience mapped to the required qualifications

Flairsoft will ensure that all submitted candidates meet or exceed the minimum qualifications specified in Section 4.1 prior to submission.

We have reviewed and fully understand the requirements outlined in Section 4.2 – Vendor Responsibilities and agree to comply with all terms and conditions specified therein.

The Vendor confirms the following:

- Hourly rates submitted are fully loaded and inclusive of all costs, including but not limited to taxes, insurance, overhead, fringe benefits, and travel expenses, in accordance with Section 4.2.3.
- Flairsoft will provide qualified personnel meeting all requirements of Section 4.1 and will submit candidate qualifications, including resumes and required documentation, at the time of staffing requests, in accordance with Section 4.2.1 and 4.2.4.
- Each candidate submission will include a current resume, properly formatted and numbered, along with supporting documentation verifying education, certifications, and experience as required by the Agency.
- Flairsoft will comply with all response timelines, including acknowledgment of staffing requests within 48 hours and submission of qualified candidates within the required timeframe, as outlined in Section 4.2.6.
- Flairsoft will ensure timely replacement of candidates, when required, with equally or more qualified personnel, and will maintain continuity of services in accordance with Section 4.2.8.
- Flairsoft will provide all required legal documentation verifying candidates' eligibility to work in the United States upon request.
- Flairsoft will ensure that all candidates comply with Agency policies, procedures, and system access requirements.

Flairsoft acknowledges that failure to meet these responsibilities may result in cancellation of the contract or delivery orders and agrees to adhere to all performance expectations defined by the Agency.

