

**Note to Contract Users:**

- This Participating Addendum is for the NASPO ValuePoint Cooperative Purchasing Organization, Training for Procurement Professionals. The Master Agreement is administered by the lead state, State of Virginia.
- Please see over for the State of CT's Participating Addendum Documents.
- To view the Master Agreement Number: E194-73092-MA2188, please click on the link below and search by "Contractor", then "TwentyEight" (no space) or Center for Applied Innovation, LLC. Then click on the Contractor icon to view the Master Agreement and the Pricing Document.

<http://www.naspovaluepoint.org/#/current-contracts/contractors>

Pam Anderson  
Contract Specialist

860-713-5088  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0259

Contract Award Date:

12 January 2017

Proposal Due Date:

30 July 2015

SUPPLEMENT DATE:

18 May 2018

## CONTRACT AWARD SUPPLEMENT #1

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: PARTICIPATING ADDENDUM for NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

TRAINING FOR PROCUREMENT PROFESSIONALS. Administered by the lead state, State of Virginia.

Master Agreement Number: E194-73092-MA2188. TwentyEighty Strategy Execution, Inc. and Center for Applied Innovation, LLC

FOR: Department of Administrative Services, All Using State  
Agencies, Political Subdivisions, and Not-for-Profit  
Organizations

TERM OF CONTRACT: 12 January 2017 through 30 June 2018

AGENCY REQUISITION NUMBER: DAS NASPO

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		\$35,000.00 est.	\$35,000.00 est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Center for Applied Innovation, LLC**

Company Address: **214 Terrebonne Road, Yorktown, VA 23692**

Tel. No.: **(757) 869-6770**

Fax No.:

Contract Value: **\$35,000.00 est.**

Delivery: **As Needed**

Contact Person: **Robert Morris**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site: [www.caihq.com](http://www.caihq.com) [BobM@caihq.com](mailto:BobM@caihq.com)

Remittance Address: **Same as Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

### PLEASE NOTE:

Center for Applied Innovation, LLC has been added to the NASPO Valuepoint Master Agreement. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED \_\_\_\_\_

**PAM ANDERSON**

Contract Specialist

(Original Signature on Document in Procurement Files)

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement No.: E194-73092-MA2188**

**Center for Applied Innovation, LLC**  
**(hereinafter "Contractor")**  
**and**  
**The State of Connecticut, All Using State Agencies, Municipalities,**  
**Political Subdivisions, Boards of Education and Not-for-Profit Organizations**  
**(hereinafter "Participating State")**  
**Contract No.: 16PSX0259AB**

---

**1. Scope:**

This addendum ("Participating Addendum" or "Addendum") between the State of Connecticut as the Participating State and Center for Applied Innovation, LLC as Contractor allows for the purchase of the following: Training for Procurement Professionals ("Products"). The Master Agreement administered by the State of Virginia and any Exhibits and amendments thereto ("Master Agreement") are expressly incorporated by reference herein. The Participating State hereby represents that those authorized purchasers who are executive agencies of Connecticut and other entities located in Connecticut which have been authorized by the State Chief Procurement Official of Connecticut may use this Participating Addendum for the purchase of Products offered by Contractor.

This Participating Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to the Master Agreement cancellation clause.

**2. Participation:**

All entities located within the Participating State, including all State Agencies, Municipalities, Political Subdivisions, Boards of Education and Not-for-Profit Organizations (each such entity, an "Authorized Purchaser"), may order Products in accordance with the terms and conditions of this Participating Addendum. By placing an order under this Participating Addendum, each Authorized Purchaser agrees to be bound by the terms and conditions of this Participating Addendum and the Master Agreement. For the purposes of such order, each Authorized Purchaser shall be responsible for its compliance with and breach(es) of such terms and conditions.

**3. Order of Precedence:**

- a. The Participating State's Participating Addendum. The Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Virginia NASPO ValuePoint Master Agreement;
- b. The Virginia NASPO ValuePoint Master Agreement (includes negotiated Terms and Conditions);
- c. The Solicitation including all Addendums; and
- d. Contractor response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State,

**PARTICIPATING ADDENDUM**  
**Contract No.: 16PSX0259AB**

in writing, and attached to the Master Agreement. No other terms and conditions shall apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Terms:**

The Participating State agrees to the terms of the Master Agreement only to the extent the terms do not violate sovereign immunity and do not conflict with applicable Connecticut state law.

**5. Primary Contacts:**

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

Contractor:

Name: Center for Applied Innovation, LLC  
Address: 214 Terrebonne Road, Yorktown, Virginia 23692  
Contact Person: Bob Morris  
Telephone: 757-869-6770  
E-mail: BobM@caihq.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,  
Procurement Division  
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103  
Contact Person: Pam Anderson  
Telephone: 860-713-5088  
E-mail: pamela.anderson@ct.gov

**6. Partner Utilization:**

The Participating State reserves the right to add or remove Center for Applied Innovation, LLC approved Partners and Resellers based on their status as Connecticut Certified Small Business entities, including SBE, MBE, and WBE. All orders issued by Authorized Purchasers in accordance with this Participating Addendum must include the Contract number 16PSX0259AB on the order.

**7. Orders:**

Any order placed by the Participating State or Authorized Purchaser for Products under this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**8. Effective Date:**

This Participating Addendum is effective on the last date it is signed by both parties below and ends on the date of expiration or termination of the Master Agreement.

**PARTICIPATING ADDENDUM****Contract No.: 16PSX0259AB**

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

State of Connecticut	Center for Applied Innovation, LLC
<b>By:</b>  (Original Signature on Document in Procurement Files)	<b>By:</b>  (Original Signature on Document in Procurement Files)
<b>Name:</b> Pam Anderson	<b>Name:</b> Robert C. Morris, Jr.
<b>Title:</b> Contract Specialist	<b>Title:</b> President
<b>Date:</b> <b>18 May 2018</b>	<b>Date:</b> <b>18 May 2018</b>

CONTRACT AWARD  
SP-38 - Rev. 11/17/16  
Prev. Rev. 5/21/14

Pam Anderson  
Contract Specialist

860-713-5088  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

16PSX0259

Participating Addendum Date:

12 January 2017

Bid Due Date:

July 30, 2015

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **PARTICIPATING ADDENDUM for NASPO ValuePoint Cooperative Purchasing Organization Training for Procurement Professionals, Administered by the lead state, State of Virginia. Master Agreement Number: E194-73092-MA2188, TwentyEight Strategy Execution, Inc.**

FOR: **Department of Administrative Services, All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations.**

TERM OF CONTRACT: **January 12, 2017 through June 30, 2018**

AGENCY REQUISITION NUMBER: **DAS NASPO**

IN STATE (Non-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$35,000.00 Est.	\$35,000.00 Est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **TwentyEight Strategy Execution, Inc.**

Company Address: **4301 North Fairfax Drive, Suite 700, Arlington, VA 22207**

Tel. No.: **(203) 244-5124 (203) 739-5931**

Fax No.:

Contract Value: **\$35,000.00 Est.**

Contact Person: **Bill Donnelly**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site: **[Bill.Donnelly@sstrategyex.com](mailto:Bill.Donnelly@sstrategyex.com) <https://www.strategyex.com>**

Remittance Address: **Same as Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political Sub Divisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Participating Addendum. Please see over for Important information regarding use of this Participating Addendum.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **PAM ANDERSON**  
Title: **Contract Specialist**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

**1. Scope:**

This Participating Addendum allows for the purchase of TRAINING FOR PROCUREMENT PROFESSIONALS, led by the State of Virginia along with a multi-state sourcing team for use by State agencies and political subdivisions located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as State of Connecticut, Department of Administrative Services (DAS), Procurement Division Contract #16PSX0259.

**2. Participation:**

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each State agency and political subdivision, as a Participating Entity, that purchases under the Master Agreement will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each state agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each State agency and political subdivision will be responsible for their own charges, fees, and liabilities.

**3. Order of Precedence:**

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Virginia NASPO ValuePoint Master Agreement;
2. Virginia NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor.

**4. Primary Contacts:**

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

**Lead State:**

Name: Commonwealth of Virginia Department of General Services, Division of Purchases and Supply  
Address: 1111 East Broad Street, Richmond, VA 23219  
Contact Person: Katherine Bosdell  
Telephone: 804-786-2397  
E-mail: katherine.bosdell@dgs.virginia.gov

**Contractor:**

Name: TwentyEighty Strategy Execution, Inc.  
Address: 4301 North Fairfax Drive, Arlington, VA 22203  
Contact Person: Bill Damaré  
Telephone: 703-558-3000  
E-mail: bill.damare@strategyex.com

**Participating Entity:**

Name: State of Connecticut, Department of Administrative Services, Procurement Division  
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103  
Contact Person: Pam Anderson  
Telephone: 860-713-5088  
E-mail: pamela.anderson@ct.gov

**5. Orders:**

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



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

All purchase orders shall contain the Master Agreement No. E194-73092-MA2188 and the DAS Contract No. 16PSX0259.

**6. Participating State Modifications or Additions to Master Agreement**

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

**6.1. Definitions**

The following definitions apply to this Participating Addendum:

- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Contract: Master Agreement and this Participating Addendum
- (c) Contractor: A person or entity who executes the Contract.
- (d) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (e) DAS: Department of Administrative Services.
- (f) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (g) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

**6.2. Whistleblowing.**

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

**6.3. Forum and Choice of Law.**

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**6.4. Sovereign Immunity.**

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

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

**6.5. Summary of State Ethics Laws.**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

**6.6. Campaign Contribution Restriction.**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

**6.7. Executive Orders.**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions, and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Orders 14, 19, and 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

**6.8. Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**6.9. Indemnification.**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

**6.10. Tangible Personal Property.**

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.



**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

**6.11. Audit and Inspection of Plants, Places of Business and Records.**

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**7. P-Card (Purchasing MasterCard Credit Card)**

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**TRAINING FOR PROCUREMENT PROFESSIONALS**  
**Administered by the State of Virginia (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**Master Agreement Number: E194-73092-MA2188**

**TwentyEighty Strategy Execution, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Connecticut**  
**(hereinafter "Participating State/Entity" or "State")**

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

<b>Participating Entity:</b> State of Connecticut Dept. of Administrative Services Procurement Division	<b>Contractor:</b> TwentyEighty Strategy Execution, Inc.
<b>By:</b>  (Original Signature on Document in Procurement Files)	<b>By:</b>  (Original Signature on Document in Procurement Files)
<b>Name:</b> Pam Anderson	<b>Name:</b> Bill Damaré
<b>Title:</b> Contract Specialist	<b>Title:</b>
<b>Date:</b> 1/12/2017	<b>Date:</b> 1/12/2017