CONTRACT

FOR SERVICES OVER $50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

KP This Contract for **Qualtrics software licenses and services** is entered into by and between **Carahsoft Technology Corporation** herein referred to as "Contractor"), and the City of Columbus, **Department of Health** (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for **software licenses and services**; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from **July 1, 2024** to **June 30, 2027.** subject to annual approval and authorization per Ordinance NO. **1599-5024.** This contract shall not automatically renew and is subject to annual appropriation approved by City Council.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed **$174,423.49** unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.
*Contract is NOT valid if the Scope of Services is NOT attached.
No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **<u>City's Contract Administrator/Contract Administration</u>**

Josh Watters will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

7. **<u>Contractor as an Independent Contractor</u>**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **<u>Applicable Law, Remedies</u>**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. **<u>Payment/Invoice Submittal</u>**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. **Modifications**
No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. **Contract Termination**
If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.
When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. **Nonexclusive Remedies**
The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. **Survivorship**
All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. **Save Harmless/Indemnification**
The parties each agree to be responsible for any personal injury or property damages caused by its acts or omissions as determined by a court of competent jurisdiction or as the Parties may otherwise mutually agree. In no event shall any party be liable to any other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

15. **Severability**
If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. **Assignment**
This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B**.

19. Insurance

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C**:

Bodily Injury Liability:		**Property Damage Liability:**	
Each Person	$500,000	Each Accident	$500,000
Each Accident	$1,000,000	All Accidents	$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

DocuSigned by:
MWR by Anita Clark
5631545F188F46E...
Mysheika W. Roberts, MD, MPH
Health Commissioner, Columbus Public Health
Federal Tax ID Number: 316400223

DocuSigned by:
Shayne Downton 5/2024
5DFE86AF35564F6...
Board of Health Date

CONTRACTOR

Michelle Gomez-Colon 06/14/2024
Signature Date

Michelle Gomez-Colon, Team Lead
Printed Name and Title
Federal ID Number: 52-2189693

Please list remit address below:

DocuSign Envelope ID: A0A8AD5E-260B-4A57-BE53-717833A80E8C

Government Price Quotation

Qualtrics at Carahsoft

qualtrics XM

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

carahsoft

TO:	Josh Watters IT Coordinator City of Columbus (Public Health) 240 Parsons Ave Columbus, OH 43205 USA	FROM:	Matthew Broccoletti Qualtrics at Carahsoft 11493 Sunset Hills Road Reston, Virginia 20190
EMAIL:	jmwatters@columbus.gov	EMAIL:	Matthew.Broccoletti@carahsoft.com
PHONE:	(614) 645-6193	PHONE:	(703) 673-3549

TERMS:
GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	44552088
QUOTE DATE:	04/12/2024
QUOTE EXPIRES:	05/12/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$59,540.15
TOTAL QUOTE:	$59,540.15

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	510473-611	DesignXM Enterprise Per User Tier 5 - 5, 1 Year Term SMS Text Reserve : 50,000 DesignXM Enterprise Responses : 5,000 DesignXM DesignXM Additional Responses : up to 40,000 DesignXM Users : Includes up to 5 Qualtrics, LLC - 510473 Start Date: 05/31/2024 End Date: 05/30/2025		$1,087.7193	GSA	45	$48,947.37
		YEAR 1 SUBTOTAL:					$48,947.37
		QUALTRICS SSO CONFIGURATION					
2	CUST-IMPL	Qualtrics, LLC Start Date: 05/31/2024 End Date: 05/30/2025		$1,546.39	OM	1	$1,546.39
		QUALTRICS SSO CONFIGURATION SUBTOTAL:					$1,546.39
		RED PEPPER SERVICES YEAR 1					
3	CUST-IMPL	Qualtrics, LLC Start Date: 05/31/2024 End Date: 05/30/2025		$5,953.61	OM	1	$5,953.61
		RED PEPPER SERVICES YEAR 1 SUBTOTAL:					$5,953.61
		RED PEPPER IMPLEMENTATION					
4	CUST-IMPL	Qualtrics, LLC Start Date: 05/31/2024 End Date: 05/30/2025		$3,092.78	OM	1	$3,092.78
		RED PEPPER IMPLEMENTATION SUBTOTAL:					$3,092.78

Government Price Quotation

Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

QUOTE DATE: 04/12/2024
QUOTE NO: 44552088

Government Price Quotation

Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		SUBTOTAL:					$59,540.15
				TOTAL PRICE:			**$59,540.15**
				TOTAL QUOTE:			**$59,540.15**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2					
5	510473-611	DesignXM Enterprise Per User Tier 5 - 5, 1 Year Term DesignXM Additional Responses : up to 40,000 DesignXM DesignXM Enterprise Responses : 5,000 DesignXM Users : Includes up to 5 Qualtrics, LLC - 510473 Start Date: 05/31/2025 End Date: 05/30/2026		$1,076.0234	GSA	45	$48,421.05
		YEAR 2 SUBTOTAL:					$48,421.05
		RED PEPPER SERVICES YEAR 2					
6	CUST-IMPL	Qualtrics, LLC Start Date: 05/31/2025 End Date: 05/30/2026		$9,020.62	OM	1	$9,020.62
		RED PEPPER SERVICES YEAR 2 SUBTOTAL:					$9,020.62
		YEAR 3					
7	510473-611	DesignXM Enterprise Per User Tier 5 - 5, 1 Year Term DesignXM Additional Responses : up to 40,000 DesignXM DesignXM Users : Includes up to 5 DesignXM Enterprise Responses : 5,000 Qualtrics, LLC - 510473 Start Date: 05/31/2026 End Date: 05/30/2027		$1,076.0234	GSA	45	$48,421.05
		YEAR 3 SUBTOTAL:					$48,421.05
		RED PEPPER YEAR 3					
8	CUST-IMPL	Qualtrics, LLC Start Date: 05/31/2026 End Date: 05/30/2027		$9,020.62	OM	1	$9,020.62
		RED PEPPER YEAR 3 SUBTOTAL:					$9,020.62
		SUGGESTED SUBTOTAL:					$114,883.34

Government Price Quotation

Qualtrics at Carahsoft

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WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

Qualtrics EULA: https://www.qualtrics.com/resale-terms-of-service/

Prices shown do not include taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

***** Please reference the contract vehicle, the Carahsoft Quote Number 44552088, and N30 payment terms on a resulting purchase order.**

***** By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the order form below to include acceptance of a multi-year agreement.**

***** All invoices are due NET 30, Up Front. Invoices are not subject to acceptance of the services and are due upon receipt of a Carahsoft invoice.**

***** Customer's payment obligation for each contract year of the Agreement is conditioned upon the availability and appropriation of funds. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Agreement at the end of the then-current contract year with prior written notice to Qualtrics at least 30 days prior to the start of the next contract year (a “Non-Appropriation Termination”). In the event of a Non-Appropriation Termination, Customer will not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination.**

Includes:

Year 1:
SMS Text Reserve : 50,000
DesignXM Enterprise Responses : 5,000
DesignXM
DesignXM Additional Responses : up to 40,000
DesignXM Users : Includes up to 5

Year 2:
DesignXM Additional Responses : up to 40,000
DesignXM
DesignXM Enterprise Responses : 5,000
DesignXM Users : Includes up to 5

Year 3:
DesignXM Additional Responses : up to 40,000
DesignXM
DesignXM Users : Includes up to 5
DesignXM Enterprise Responses : 5,000

carahsoft

Order Form

Parties:	City of Columbus | OH 30 W Spring St FL 2-29 Columbus OH 43215 United States (“**Customer**”)	Carahsoft Technology Corp 11493 Sunset Hills Road, Suite 100 Reston, VA 20190 (“**Carahsoft**”)
Effective Date:	The date the order is processed.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/resale-terms-of-service/(the “Agreement”). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		

carahsoft.

Service Level Exhibit

Service Levels

1. **Availability**. Qualtrics ensures that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Partner or End-Customer-caused event; or (iii) any force majeure event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Partner or End Customer for all Scheduled Maintenance.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Partner will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Cloud Service affected by Downtime). All times listed immediately below are per calendar month.
    1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
    2. If Downtime is from 31 to 120 minutes, Partner is eligible for a Fee Credit Percentage of 5%.
    3. If Downtime is from 121 to 240 minutes, Partner is eligible for a Fee Credit Percentage of 7.5%.
    4. If Downtime is 241 minutes or greater, Partner is eligible for a Fee Credit Percentage of 10.0%

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service may renew on an annual basis with up to a 5% uplift upon mutual agreement in writing by the parties.

[Description of Services on following page]

Order Form

YEAR 1
44552088

CLOUD SERVICE

CoreXM;DesignXM

SMS Text Reserve : 50,000
DesignXM Enterprise Responses : 5,000
DesignXM
DesignXM Additional Responses : up to 40,000
DesignXM Users : Includes up to 5

YEAR 2
44552088

CLOUD SERVICE

CoreXM;DesignXM

DesignXM Additional Responses : up to 40,000
DesignXM
DesignXM Enterprise Responses : 5,000
DesignXM Users : Includes up to 5

YEAR 3
44552088

CLOUD SERVICE

CoreXM;DesignXM

DesignXM Additional Responses : up to 40,000
DesignXM
DesignXM Users : Includes up to 5
DesignXM Enterprise Responses : 5,000

Qualtrics permits Customer to process a limited number of characters (as defined at https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

The Cloud Services purchased are subject to the Definitions and Product Terms located at: https://www.qualtrics.com/legal/customers/product-terms

Order Form

Statement of Work

Customer	Carahsoft
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:

Parties:	City of Columbus ("**Customer**")		
	Red Pepper Software, LLC on behalf of Carahsoft Technology Corporation ("**Delivery Team**")		
Effective Date:	Date of last signature hereto.		
Services:	As set forth in the attachment below.		
Term:	As set forth in the attachment below.		
Payment Terms:			
Additional Terms:	**Net 30** days following invoice		
Purchase Order Required?			
Email Address for Invoice Submission:			
Invoicing Instructions (if applicable):			
		PO number (if required):	
		Billing Address for Invoice Submission:	[________________] Attn: [______________] [________________] [________________]

Order Form

Standalone
This Statement of Work (**"SOW"**) is between **Carahsoft Technology Corporation ("Carahsoft")** and **City of Columbus ("Customer")** and work to be provided by **Red Pepper Software, LLC** for purposes of a custom project (**"Project"**) whose Scope and Objectives are specified below. RPS, Carahsoft, and Customer are sometimes referred to herein individually as a "**Party,"** and collectively the "Parties." Qualtrics has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (the "**Software**"). Qualtrics provides its customers access to the Software as end users via an application service provider (ASP) model, in which Qualtrics uses, operates, and makes available the applicable software, network, systems, and other technologies in order to provide the Services (as defined below) to customers via the Internet and a web browser. For all purposes of this SOW, the term "Services" shall mean and refer to the specific version(s) of the Qualtrics survey, poll, reviews, intercept, and reporting service(s) specified herein and accessible at www.Qualtrics.com, another designated website, and/or ancillary products provided by Qualtrics. **Data Ownership:** Customer owns all right, title and interest in and to any responses, reports, personally identifiable information, and/or other information input or generated by or on behalf of Customer in connection with the Services (the "**Data**"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to utilize the Data. Notwithstanding the foregoing, for all purposes of this SOW, the Data shall be deemed to be Customer's Confidential Information and will not be utilized by RPS for any purpose other than performing its obligations under this SOW or as may otherwise be agreed to in writing by the Parties. **Confidentiality** *Non-Disclosure.* Service Provider agrees that during the term of this Statement of Work and thereafter, except as expressly authorized in writing by Customer, it (a) will not use or permit the use of Confidential Information (defined below) in any manner or for any purpose not expressly set forth in this Statement of Work; (b) will not disclose, lecture upon, publish, or permit others to disclose, lecture upon, or publish any such Confidential Information to any third party without first obtaining Customer's express written consent on a case-by-case basis; (c) will limit access to Confidential Information to Service Provider personnel who need to know such information in connection with their work for Customer; and (d) will not remove any tangible embodiment of any Confidential Information from Customer's premises without Customer's prior written consent. "Confidential Information" includes, but is not limited to, all information related to Customer's business and its actual or anticipated research and development, including without limitation (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products or plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of Customer's employees, contractors, and any other service providers; (iv) the existence of any business discussions, negotiations, or agreements between Customer and any third party; and (v) all such information related to any third party that is disclosed to Customer or to Service Provider during the course of Customer's business ("Third Party Information"). Notwithstanding the foregoing, it is understood that Service Provider is free to use information that is generally known in the public, trade, or industry; information that is not gained as a result of a breach of this Statement of Work; and Service Provider's own skill, knowledge, know-how, and experience. **Processing of Personal Data**. Customer acknowledges and agrees that Delivery Team may need to collect and process personal data of Customer's natural-person end users or customers (collectively, "Personal Data") in the course of the Services to adequately provide software deliverables and solutions. In such circumstances, Delivery Team will collect and process Personal Data only as a delivery team and processor acting on behalf of Customer, according to the written instructions of Customer. In no event will Delivery Team be a controller or joint controller with Customer for processing of Personal Data. Delivery Team will not directly or indirectly sell any Personal Data or retain, use, or disclose any Personal Data for any reason other than for the purpose of providing the Services to Customer under the terms of this agreement and in accordance with applicable privacy laws. To the extent Delivery Team may receive, maintain, use, process, or disclose Personal Data on behalf of Customer in circumstances or with respect to Personal Data that is subject to strict U.S. consumer privacy laws (such as CPRA or VCDPA) or international data protection laws (such as GDPR) that require a formal data processing agreement (a "DPA"), Customer acknowledges and agrees that Delivery Team shall engage in processing all Personal Data subject to the terms of Delivery Team's separate DPA, available at the following link and incorporated herein by reference: https://redpeppersoftware.com/data-processing-agreement/ **Logo and Likeness:** Service Provider retains the limited license to use the logo and likeness of Customer in marketing and informational pieces. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SOFTWARE, SERVICES, OR

Order Form

THIS SOW, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERRORS, OR OMISSIONS, EVEN IF A PARTY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO RPS IN THE COURSE OF COMPLETION OF THE PROJECT.

Termination for cause. This SOW shall automatically terminate without any further obligation and without liability of either party upon the occurrence of the following: (a) either party commits a material breach of this agreement which such Party fails to cure within thirty (30) days after receipt of written notice outlining such material breach from the other Party; or (b) either party becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.

Upon termination for cause the breaching party shall pay all reasonable and remaining undisputed fees (if any) resulting from the termination.

Holding or Delaying Project The day of the Kickoff Call will be considered the official Project Start Date. The Project calendar will run continuously. If the Customer wishes to put the Project on "Hold" a documented request must be made and confirmed by the Delivery Team. Projects may be placed on hold one (1) time, for up to three (3) weeks. Additional hold time or Project calendar extensions may be available at $515 per week. Delivery Team will notify the Customer in advance if this fee is likely to accrue for delays or calendar extensions.

If the Customer wishes to delay the start of the Project, a documented request must be made and confirmed by the Delivery Team. Start delays in excess of ninety (90) days may require an agreement addendum.

Order Form

1. **Definitions**
   a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
   b. "Delivery Team" refers to the set of resources assigned by Red Pepper Software for fulfillment of project scope.
   c. "Project" refers to the project that is the cumulation of Deliverables to be provided under this Statement of Work.
   d. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located (Mountain), unless otherwise agreed to in writing during the Project.

2. **Project Scope**
   a. Inclusions
      i. **Year 1**
         1. **Standard DesignXM Implementation** including the following deliverables
            a. Please note that **only the Deliverables listed immediately below are included in this Project**. Each line item represents a Deliverable and quantity.
               i. Dashboard Configuration (1)
               ii. Offline App Setup (1)
               iii. Stats iQ Support Describe/Relate (1)
               iv. Stats iQ Support Pivot/Regression (1)
               v. Survey Configuration (1)
               vi. XM Directory Support (1)
                  1. One Distribution (with reminders) in XM Directory (1)
                  2. Support for uploading up to 10,000 contacts (1)
         2. **Retainer Hours**
            a. Including the Kickoff Call and Pre-Launch Check-In, Delivery Team will be available for up to **thirty-three (33) hours** depending on the mix of requested work and the associated hourly rate *(see Table 2.1 below for details*). These hours may be used for any of the following activities:
               i. Guidance or support on project structure and design
               ii. Guidance on project configuration
               iii. General project status calls
               iv. Research and respond to emailed questions
               v. General training
               vi. Configuration services
               vii. Engineering services, API consulting, integration support
               viii. Strategic Program Design

Table 2.1 Total Retainer Amount and Range of Hours

Total Retainer Amount	Hours at Max. Hourly Rate	Implementation Rate	Engineering Rate	Advisory Rate
	2x nominal rate	$180.25 / hour	$206 hour	$309+ / hour
$5,953.61		up to 33 hours	up to 28 hours	up to 19 hours
	"Urgent Support"	"Regularly Scheduled" Qualtrics Implementation	"Regularly Scheduled" Engineering	"Regularly Scheduled" Advisory

            b. Retainer hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed statement of work with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting services.

      ii. **Year 2**
         1. Retainer Hours
            a. Including the Kickoff Call and Pre-Launch Check-In, Delivery Team will be available for up to **fifty (50) hours** depending on the mix of requested work and the associated hourly rate *(see Table 2.1 below for details*). These hours may be used for any of the following activities:
               i. Guidance or support on project structure and design
               ii. Guidance on project configuration

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iii. General project status calls
iv. Research and respond to emailed questions
v. General training
vi. Configuration services
vii. Engineering services, API consulting, integration support
viii. Strategic Program Design

Table 2.1 Total Retainer Amount and Range of Hours

Total Retainer Amount	Hours at Max. Hourly Rate	Implementation Rate	Engineering Rate	Advisory Rate
	2x nominal rate	$180.25 / hour	$206 hour	$309+ / hour
$9,020.62		up to 50 hours	up to 43 hours	up to 29 hours
	"Urgent Support"	"Regularly Scheduled" Qualtrics Implementation	"Regularly Scheduled" Engineering	"Regularly Scheduled" Advisory

b. Retainer hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed statement of work with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting services.

iii. **Year 3**

1. Retainer Hours

a. Including the Kickoff Call and Pre-Launch Check-In, Delivery Team will be available for up to **fifty (50) hours** depending on the mix of requested work and the associated hourly rate *(see Table 2.1 below for details*). These hours may be used for any of the following activities:

i. Guidance or support on project structure and design
ii. Guidance on project configuration
iii. General project status calls
iv. Research and respond to emailed questions
v. General training
vi. Configuration services
vii. Engineering services, API consulting, integration support
viii. Strategic Program Design

Table 2.1 Total Retainer Amount and Range of Hours

Total Retainer Amount	Hours at Max. Hourly Rate	Implementation Rate	Engineering Rate	Advisory Rate
	2x nominal rate	$180.25 / hour	$206 hour	$309+ / hour
$9,020.62		up to 50 hours	up to 43 hours	up to 29 hours
	"Urgent Support"	"Regularly Scheduled" Qualtrics Implementation	"Regularly Scheduled" Engineering	"Regularly Scheduled" Advisory

b. Retainer hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed statement of work with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting services.

b. Exclusions

i. Anything not listed above is excluded from scope of the Project.

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c. Assumptions
   i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.
   ii. Delivery Team and Customer will mutually agree to the list of specific browsers that should be tested as per Project requirements. Qualtrics' standard browser compatibility policy is specified in the "Browser Compatibility & Cookies" section of the Qualtrics support pages: (https://www.qualtrics.com/support/survey-platform/getting-started/browser-cookies/).

3. Responsibilities

a. Delivery Team Responsibilities
   i. Engages with Customer throughout the Project, keeping the Customer informed of timelines and progress toward completion throughout the Project.
   ii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
   iii. Offers guidance and support required to ensure Customer can fulfill the responsibilities listed.
   iv. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to three (3) brand administrator users.
   v. The purpose of the Project is to train Customer to be able to manage the program when the Project is complete. As such, the Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation.

b. Customer Responsibilities
   i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require twenty-four (24) hours' notice in order to avoid forfeiture of allotted time.
   ii. Manages User Acceptance Testing ("UAT") process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
      1. Uploading sample data to the Qualtrics platform to test system functionality and license settings.
      2. Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
      3. Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
   iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.
   iv. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
   v. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

4. Governance

a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. It is estimated that the Project will begin within two (2) weeks after the Effective Date of this Statement of Work, subject to the Delivery Team's queue. The Project duration will be as follows:
   i. Week 1 - 8: DesignXM Package Implementation. If additional weeks are needed or requested by Customer, the cost is $515 p/week.
   ii. Retainer Hours. Year 1 retainer hours will be available for up to twelve (12) months beginning on date of kick off call. Year 2 will be available for up to twelve (12) months and will begin one (1) year from date of kick off call. Year 3 retainer hours will be available for up to twelve 12 months and will begin two (2) years from date of kick off call.
      1. Unused hours do not roll over.
      2. Urgent Support
         a. Urgent Support is available if the needed work requires same-day action or full resolution within three (3) business days.
         b. Due to absolute scheduling constraints, Urgent Support is not intended to be used continually or as a way to "jump" work to the front of the line when it could be Regularly Scheduled.
         c. Requests made less than two (2) weeks before needed engagement that require more than six (6) hours of the Lead Implementer's support for any given week will be considered "Pending Impact". given week will be considered Urgent Support at the "Standard Urgent" SLA Level (see Table 4.1), and at 2x rate will apply. Delivery Team will confirm that work has been classified as Urgent Support, and request Customer acknowledgement by email, before the work begins.

Table 4.1 - *SLA Service Levels*

Service Level	Support Availability: Days	Support Availability: Time	Time To Response / Time To Resolution

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ACTIVE IMPACT	5 days a week (Monday - Friday)	8:00 AM - 5:00 PM (Mountain Time)	4 hours Same business day
PENDING IMPACT	5 days a week (Monday - Friday)	8:00 AM - 5:00 PM (Mountain Time)	8 hours up to 3 business days

b. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or video conference.

5. Acceptance Criteria

a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).

b. Deliverables are reviewed and signed off according to the following process:

i. Delivery Team will submit final drafts for review and sign-off at least five (5) business days prior to the Deliverable completion date.

ii. Customer will sign off or report any issues within five (5) business days of draft submission.

iii. The Delivery Team will correct reported issues within a mutually agreed time frame.

iv. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.

v. Customer will provide final review and signoff on the reworked Deliverables within two (2) business days.

vi. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

6. Third Party Vendors and Products

a. Customer remains responsible for their own vendors and third parties providing services related hereto.

b. Delivery Team is not responsible for third party products obtained by Customer.

7. Change Orders

a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.

b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Statement of Work.

8. Payments and Fees

Item(s)	Invoice Date	Price (USD)
Standard DesignXM Implementation	Date Signed	$3,092.78
Year 1 Retainer Hours	Date Signed	$5,953.61
Year 2 Retainer Hours	1 year from signature	$9,020.62
Year 3 Retainer Hours	2year from signature	$9,020.62
	Total:	$27,087.63

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Schedule 1: Implementation Deliverable Description Glossary

For a list of specific Deliverables included in this Project, refer to Section 2: Project Scope above.

The following glossary outlines all Deliverables that *may* be included in a Qualtrics Implementation, along with associated Delivery Team and Customer responsibilities. **Deliverables listed below may not be included in the specific Project referenced in the above Statement of Work.**

Unless otherwise noted, all Deliverables will be configured using standard features available in the Qualtrics platform; custom features can be scoped and purchased separately through Delivery Team Engineering Services. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**

Deliverable + Description	Associated Responsibilities
Action Planning Configuration *The Action Planning module enables creation and management of action plans based on specific types of customer feedback. These action plans make it easier to address customer feedback and tackle the root causes of customer complaints.*	**Delivery Team Responsibilities** Configure one (1) Action Planning dashboard page, including one (1) Action Planning widget Configure one (1) dashboard with up to ten (10) widgets to enable reporting of Action Planning data. The widget(s) will be based on the Action Planning data set only. **Customer Responsibilities** Identify and configure specific fields within the Action Planning module.
Adobe Analytics Integration Support *Adobe Analytics integration allows survey responses to be passed back to Adobe Analytics. If using the Qualtrics Website Feedback functionality, Adobe Analytics variables from the website may be passed to Qualtrics as embedded data within a survey.*	**Delivery Team Responsibilities** Provide support to ensure Customer can fulfill responsibilities outlined below. **Customer Responsibilities** Identify Adobe Analytics variables to use in intercept logic, as well as website and Adobe Analytics variables to pass to a survey response. Create embedded data fields in the Qualtrics platform using Website Feedback to populate within Adobe Analytics. Configure the integration to enable sending survey responses to Adobe Analytics. ***Note:*** *Any questions about Adobe reports will be handled through Adobe Support.*
API Advanced Support *The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.* *Advanced support includes more consulting time than introductory support.* *<u>Must be purchased with API introductory support.</u>*	**Delivery Team Responsibilities** Provide up to five (5) one-hour sessions including an overview of executing web service calls from the Qualtrics platform using a web service task, and capabilities included in the website feedback in-app software development kit (SDK). Provide up to five (5) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email. **Customer Responsibilities** Assign one (1) or more developer (but no more than ten (10)) with experience programming using RESTful API endpoints to Project tasks. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.
API Introductory Support *The Qualtrics REST API allows querying of the Qualtrics platform using common URL syntax.*	**Delivery Team Responsibilities** Provide Customer with available API documentation and provide guidance on API access. Provide up to two (2) one-hour sessions including an overview of Qualtrics system modules and common use cases in API usage. Provide up to two (2) hours of API consulting, available during the implementation period, which can be used for support via conference calls or email. **Customer Responsibilities** Ensure at least one (1) (max of ten (10)) developer familiar with the use of REST to access API endpoints is engaged in implementation Project. Configure requests using DELETE, PUT, GET or POST requests. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics REST API.

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B2B Command Center Support *Qualtrics Business to Business ("B2B") Command Center gives Customers a dashboard view into actionable key account management value drivers*	
Batch User Creation - per 1000 users *Batch user upload eliminates the need to manually create user accounts for existing user groups by uploading in batches. User accounts are created with appropriate roles and attributes as defined by customer.*	**Delivery Team Responsibilities** Upload batch files of users with associated role/attributes. **Customer Responsibilities** Provide a list of users and associated roles/attributes in a standard file format specified by Delivery Team.
Chat & Comms Integration Support *Slack integration allows you to automate notifications based on survey feedback, or share a single-question survey within a public Slack channel.*	**Delivery Team Responsibilities** Advise on best practices for setting up a Slack survey in one of two ways, to be decided by Customer: Notify a channel when a survey has been answered based on predefined conditions. Send a one-question survey to a public Slack Channel. **Customer Responsibilities** Download Qualtrics app and allow access to the Slack account. Configure a survey within the Qualtrics platform for integration with Slack. Determine which Slack survey setup is most appropriate, choosing from the two options provided above. Based on the survey setup chosen, either define the conditions for triggering slack notifications and provide message text for the integration, or add the custom survey to the desired Slack channel.
Closed Loop Follow-Up Configuration *Ticketing is a way to assign ownership of a task to an individual or role to enable quick action based on customer survey responses.* *Tickets can be managed within the Qualtrics platform through the follow-up page, and dashboards can be used to track relevant metrics.*	**Delivery Team Responsibilities** Configure logic and field sets for up to five (5) Tickets tasks. Create one (1) dashboard to enable reporting of ticketing-related metrics that can be gathered using standard ticketing functionality. **Customer Responsibilities** Define and configure logic behind ticket task creation and routing. If dynamic ticket assignment is desired, ensure the username of assignees are included as an Embedded Data field in each survey response. (Manual ticket assignment may be used as an alternative).
Conjoint Support *The Qualtrics Conjoint tool enables survey setup using conjoint analysis, which is a method used to uncover the feelings a respondent has for the features and attributes of a product or service.*	**Delivery Team Responsibilities** Provide support to ensure Customer can fulfill responsibilities outlined below. **Customer Responsibilities** Determine which attributes are to be evaluated, and which levels should be available to measure within each attribute. Configure the conjoint tool within each survey.
CRM Integration Support *The Customer Relationship Management ("CRM") integration enables data sharing and workflow integration between Customer's CRM and Qualtrics. Details around CRM-specific capabilities are available on Qualtrics' website support pages.*	**Delivery Team Responsibilities** Ensure permissions are enabled for CRM integration. Provide demonstration on the use of the CRM integration capability, which may include the following based on the CRM being integrated with: - Using workflow rules in CRM to trigger Qualtrics surveys. - Mapping survey responses into a CRM object, for access and reporting within CRM. **Customer Responsibilities** Ensure at least one (1) (max of ten (10)) CRM administrator(s) responsible for Customer's CRM environment is engaged in the implementation Project. Ensure full access to a CRM account. Program surveys within Qualtrics platform to be used with CRM integration. Set up and implement all relevant CRM workflow rules required as part of this integration. Ensure availability of all required custom objects within CRM (e.g., survey record). As applicable, verify that Qualtrics survey data appears successfully within the CRM environment. ***Note:*** *Delivery Team will not access Customer CRM environment as part of this Project. Customer must own and have full access to a CRM account.*

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Customer Service Integration Support *The Customer Service Integration feature enables the creation or updating of tickets within Customer's incident management application. Details around incident management-specific capabilities are available on Qualtrics' website support pages.* *Supported Customer Service Platforms are:* *Freshdesk* *JIRA* *ServiceNow* *Zendesk*	**Delivery Team Responsibilities** Support for integration for one (1) supported Customer Service system. Ensure permissions are enabled for incident management system integration. Provide demonstration on the use of the incident management integration capability, which may include the following based on the incident management system being integrated with: ● Using criteria within a Qualtrics survey to create or update a ticket within the incident management system. ● Reviewing available incident management ticket fields (e.g., Assignee ID, Priority, Status) that can be set as part of the Customer Service Integration feature. **Customer Responsibilities** Ensure at least one (1) (max of ten (10)) incident management system administrator responsible for Customer's incident management system environment is engaged in the implementation Project. Ensure full access to an incident management system account. Program surveys within Qualtrics platform to be used with incident management system integration. Set up and implement all relevant incident management system workflow rules required as part of this integration. Ensure availability of all required custom objects within the incident management system (e.g., survey record). As applicable, verify that Qualtrics survey data appears successfully within the incident management system environment. ***Note:*** *Delivery Team will not access Customer incident management system environment as part of this Project. The Customer must own and have full access to an incident management system account.*
Dashboard Configuration *Dashboards can be used to share the results of ongoing research programs by mapping one or more data sources into dynamic visualizations called widgets. Widgets dynamically present data in graphs, pictures, and tables. Dashboard pages can be used to group widgets in impactful ways.* *Both pages and widgets can be filtered, edited, and shared with restrictions based on audience needs and security levels.*	**Delivery Team Responsibilities** Conduct a scoping and design call with Customer upon commencement of license to agree upon dashboard content and layout. Configure one (1) dashboard with up to three (3) pages, including up to twenty (20) widgets per page, after the surveys have been programmed by Customer. Connect the dashboard to one or all of the surveys purchased as part of this Project. Map up to twenty (20) survey questions and up to thirty (30) embedded data fields per survey to the dashboard. Configure up to three (3) user roles; grant role-based access to the dashboard, including access to specific pages and responses, as defined by Customer. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform. **Customer Responsibilities** Determine key metrics to be used in the dashboard. Define and share with Delivery Team specific role-based access requirements for dashboard, specific pages, and responses.
Dashboard Translation Support - per language, per dashboard *Have you ever wanted to share a dashboard with a customer or colleague who spoke another language? With Label Translations, you can translate all the content in your dashboard.*	**Delivery Team Responsibilities** Advise Customer on how to use the Qualtrics platform to load label translations into one (1) dashboard. Assist with troubleshooting as needed. **Customer Responsibilities** Load data to Qualtrics platform. Conduct all required translation of dashboard labels.
Data Isolation Setup *All Qualtrics data and brands are protected with the utmost care. However, for those who wish to have more control over security settings, Data Isolation allows Brand Administrators a wide range of customization options, including user login tracking, additional password requirements, lockout settings based on failed login attempts, and much more.*	**Delivery Team Responsibilities** Configure Customer's Qualtrics license to support this security feature. Validate that advanced security features have been successfully implemented.
Frontline Feedback Support	**Delivery Team Responsibilities** Conduct one (1) custom training for the feedback moderator, and up to one (1) end user stakeholder session for the Frontline Feedback feature.

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Frontline Feedback is used to collect, organize, and prioritize suggestions from users in your Qualtrics license. Each feedback request contains a set of attributes with important information about the request. Users may interact with the feedback request by commenting, voting, and categorizing feedback requests. You can prioritize requests through sorting, filtering, and searching capabilities as well as view feedback in aggregate through the use of dashboards.	Configure one (1) Frontline Feedback Project, including sharing permissions, notifications, custom statuses and one (1) dashboard page to view the collected feedback. **Customer Responsibilities** Performs responsibilities necessary for the Project and as outlined in this Statement of Work.
Marketo Integration Support *Marketo integration allows you to generate links in Qualtrics and assign them to leads from a static list in Marketo. Each generated link is immediately stored in a Marketo Lead Field, and a token may be inserted into a Marketo email campaign to assign personalized survey links to each unique lead.*	**Delivery Team Responsibilities** Provide support to ensure Customer can fulfill responsibilities outlined below. **Customer Responsibilities** Create the API-only user, create a new service, and enter Marketo IDs into Qualtrics. Generate links and distribute them to contact lists as appropriate.
Native Application Feedback Support *Website / App Feedback projects are a great way to reach out to your website visitors. You can create professional and beautiful graphics that appear in special conditions to advertise something or to request feedback. You can also customize when you want to approach visitors.*	**Delivery Team Responsibilities** Support Customer in configuration of application intercept (1) purchased as part of this Project. Advise Customer in obtaining code from the Qualtrics platform for use in application feedback intercepts. Review configured application intercepts to verify best practices are followed and intercepts are ready for production. **Customer Responsibilities** Configure the application intercepts to be used for sourcing survey participants. Build Website Feedback surveys using the Qualtrics Platform. Deploy and maintain Website Feedback code on applicable Customer-owned domains.
Offline App Setup	**Delivery Team Responsibilities** Ensure Customer's account is enabled for Offline App access. Set up one (1) of the surveys included in this project for Offline App access.
Online Reputation Management Configuration *The Qualtrics social media management tool, customers can actively monitor the online reputation of their physical locations. The tool scrubs the internet for reviews on specific store or office locations, and feeds them into the Qualtrics platform for Easy visualization in Vocalize dashboards.*	**Delivery Team Responsibilities** Support the configuration of Customer's aggregator account (to be performed by a third party). Configure the Qualtrics social media management tool to pull aggregator data into Customer's account. Provide the Customer with one (1) dashboard page created from a Qualtrics ORM template, which will display data from the social media management tool. **Customer Responsibilities** Provide all physical locations of Customer's organization to be monitored within the social media management tool. The number of locations cannot exceed those purchased as part of Customer's license configuration. Manage dashboard access permissions and invitations, with advice and support from Delivery Team. Validate that dashboard data and permissions are configured correctly. Create needed user accounts, either manually or via batch upload, and ensure that any users who require data restrictions or role-based access have appropriate attributes saved in the Qualtrics platform. Configure user roles; grant role-based access to the dashboard. ***Note**: Integration will retrieve up to ninety (90) days of historical data at configuration. Dashboard page provided is a standard page created from a Qualtrics template; customized dashboard builds must be purchased separately.*
Org Hierarchy and User Setup - up to 1000 users *Org Hierarchy and User Setup eliminates the need to manually create user accounts for existing user groups by uploading in batches. User accounts*	**Delivery Team Responsibilities** Upload batch files of users with associated role/attributes. **Customer Responsibilities** Provide a list of users and associated roles/attributes in a standard file format specified by Delivery Team.

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are created with appropriate roles and attributes as defined by the Customer.	
Predict iQ Support *PredictIQ uses survey responses and embedded data to predict whether individual respondents will eventually churn.*	**Delivery Team Responsibilities** Provide demonstration on the use of the Predict iQ capability, including the following: ● Creating a prediction model using a Churn embedded data value. ● Using the Churn Probability and Churn Prediction features of the Data Analysis tab. ● The use of actions to manage real-time churn alerts. ● How to use historical data to create a Churn model. Assist in the creation of one (1) Churn model in a single survey, and, if desired, configure one (1) trigger based on the Churn variable. **Customer Responsibilities** Import any historical data required as part of this Project. Create one (1) Churn variable within the Qualtrics platform. ***Note:*** *Predict iQ requires a minimum of 500 survey responses from customers that have churned in order to predict future Churn; 5,000 or more responses will provide best results. If this amount of data is not available during implementation, test data may be generated. Customer must understand prediction models and is responsible for deciding how Predict iQ will be configured.*
Salesforce Integration Support *Salesforce integration is an out-of-the-box integration that allows for surveys to be triggered and sent to recipients from Salesforce and information to be mapped from a survey back into Salesforce. Surveys can be triggered from Salesforce events and survey response data can be sent back to Salesforce.*	**Delivery Team Responsibilities** Ensure permissions are enabled for Salesforce integration. Provide demonstration on the use of the Salesforce integration capability, including the following (up to three (3) one-hour meetings): ● Using workflow rules in Salesforce to trigger Qualtrics surveys. ● Mapping survey responses into a Salesforce object, for access and reporting within Salesforce. **Customer Responsibilities** Ensure at least one (1) (max of ten (10)) Salesforce administrator(s) responsible for the Customer's Salesforce environment is engaged in implementation Project. Ensure full access to a Salesforce account. Program surveys within Qualtrics platform to be used with Salesforce integration. Set up and implement all Salesforce workflow rules required as part of this integration. Ensure availability of all required custom objects within Salesforce, eg. (Survey Record). Verify that Qualtrics survey data appears successfully within Salesforce environment. ***Note:*** *Delivery Team will not access Customer Salesforce environment as part of this Project. Customer must own and have full access to a Salesforce account.*
SDK Introductory Support *The Qualtrics Mobile SDK allows display of the Qualtrics creative via the Intercept using Qualtrics-provided functions.*	**Delivery Team Responsibilities** Provide Customer with available SDK documentation and provide guidance on SDK integration. Provide up to two (2) one-hour sessions including an overview of Qualtrics system modules and common use cases in SDK usage. Provide up to two (2) hours of SDK consulting, available during the implementation period, which can be used for support via conference calls or email. **Customer Responsibilities** Provide at least one (1) (max of ten (10)) developer(s) familiar with the use of iOS, React Native, or Android development to install Qualtrics Mobile SDK in Mobile App Project. Own setup, maintenance, and troubleshooting of any integrations built using the Qualtrics SDK.
SSO Configuration *With Single Sign-On (SSO), users can log into the Qualtrics platform using their organization's internal login system, providing a seamless user experience, and allowing simple attribution of responses.* *SSO is configured using standard Qualtrics SSO capabilities. For an overview of supported SSO types and system requirements, see* *https://www.qualtrics.com/support/survey-platform/sp-administration/single-*	**Delivery Team Responsibilities** Provide documentation, specifications, and requirements for SSO set-up. Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system. Configure a test brand to validate SSO setup. Provide configuration details for the test brand and a login URL for setup validation. Provide support in troubleshooting any errors that arise in the test instance. Test the SSO setup within a test brand before transferring to the live brand. After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand. **Customer Responsibilities** Provide key configuration details of the SSO system as requested by Delivery Team, depending on the type of

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sign-on/.	SSO connection. If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning. Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.
Stats iQ Describe/Relate Support *Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action.* *The Describe capability visualizes and summarizes a variable, enabling you to get a feel for how your data is structured, examine any issues with your data, and think up hypotheses to explore later.* *The Relate capability explores the relationships between variables. When you select two variables and Relate, Stats iQ will choose the appropriate statistical test based on the structure of the data, run that test, then translate the results into plain English.*	**Delivery Team Responsibilities** Provide support to ensure Customer can fulfill responsibilities outlined below. **Customer Responsibilities** Configure Stats iQ for the Describe and Relate capabilities, including selecting variables, relating topics, and running analyses.
Stats iQ Pivot/Regression Support *Stats iQ automatically runs statistical tests and visualizations then translates results into simple language that anyone can put into action.* *Creating a pivot table allows you to compare variables to each other in a heavily customizable, cross tab-like table.* *Creating a regression card will allow you to understand how the value of one variable in your data set is impacted by the values of others. This comes in the form of an estimated mathematical formula that describes the relationship between the chosen variables.*	**Delivery Team Responsibilities** Provide support to ensure Customer can fulfill responsibilities outlined below. **Customer Responsibilities** Configure Stats iQ for the Pivot and Regression capabilities, including selecting variables, creating a pivot table, and creating a regression card.
Survey Configuration *Survey configuration ensures your survey is designed and configured according to best practices and your requirements.*	**Delivery Team Responsibilities** Build all required surveys and reports using the Qualtrics platform, with design and review input from Customer. Configure automated survey distribution through channel(s) supported by the platform (e.g. email, SMS, etc.). Perform testing through generating test responses, survey preview, or other appropriate in-platform means to validate the survey setup and flow. Develop, apply and maintain any custom code (e.g., CSS, JavaScript, HTML) applied to the survey (additional Engineering Services costs will apply for such support to be activated) **Customer Responsibilities** Complete up to two (2) survey reviews per survey with Delivery team against Customer's survey experience and reporting requirements. The survey may include up to thirty (30) questions, including up to thirty (30) embedded data fields. Validate that all responses are collected in the format expected before the first project is launched.
Survey Data Migration (One-Time; Up to 50,000 responses) *Survey Data Migration involves the managed import of suitably formatted legacy/third party survey (response) data into the Qualtrics platform.*	**Delivery Team Responsibilities** Guide the Customer in configuring up to one (1) target survey to contain legacy/third party survey data. Guide the Customer in formatting legacy/third-party survey data into the associated Qualtrics Import format. Guide the Customer in importing up to one (1) formatted legacy/third party survey data file into Qualtrics. Confirm the correct import of up to one (1) legacy/third party data file into Qualtrics. The survey may include up to thirty (30) questions, including up to thirty (30) embedded data fields. **Customer Responsibilities** Provide the legacy/third party survey data.

Order Form

	Take guidance from the Delivery Team on the initial one (1) import file. Format and import any additional legacy/third party data beyond the initial one (1) file.
Survey Translation Support - per language, per survey *Multiple languages can be added to a single survey within the Qualtrics platform, allowing localization of survey display language while maintaining all responses within a single dataset.*	**Delivery Team Responsibilities** Advise Customer on how to use the Qualtrics platform to load survey translations. Assist with troubleshooting as needed. **Customer Responsibilities** Load data to Qualtrics platform. Conduct all required translation of survey questions, messages, etc.
Tableau Integration Support *Tableau integration makes Qualtrics data available for use in Tableau dashboards. This integration enables you to view Qualtrics survey data alongside all other data included in your dashboards.*	**Delivery Team Responsibilities** Advise on the steps to connect Qualtrics with Tableau. **Customer Responsibilities** Ensure that the either current version of Tableau or any of the prior two (2) updates are used for the integration. Configure all Tableau dashboards using survey response data from the Qualtrics platform. Verify that Qualtrics survey data appears successfully within the correct Tableau environment.
Theme Configuration *Dynamic themes allow you to send surveys that align with your brand. Themes are made up of a logo, primary color, and background image/color.*	**Delivery Team Responsibilities** Create survey theme for Customer, in accordance with any limitations specified in the license terms. **Customer Responsibilities** Submit theme logos, styles, and colors using the Qualtrics Theme Builder.
Text iQ Configuration *Text iQ enables search and categorization of textual responses into topics.* *The system automatically generates recommendations, and users can manually add topics using enhanced search functionality that includes stemming and spell check for expanded results.*	**Delivery Team Responsibilities** Merge topics from up to three (3) text questions into a dashboard for reporting purposes. Configure up to one (1) dashboard page, including up to ten (10) widgets, to visualize the results of the topic analysis. **Customer Responsibilities** Manually create topics as required for the Project. Determine topics to include in the analysis from manually-created or automatically recommended topics. ***Note:*** *The system will make best-effort recommendations for automatic topic creation, though Qualtrics recommends a minimum of 10,000 comments per field for best performance of automatic topic creation.*
Vanity URL Setup *Host your Qualtrics surveys, dashboards, and user accounts on a custom web address to ensure alignment with your company brand.*	**Delivery Team Responsibilities** Coordinate efforts of Customer IT team and Delivery Team Technical Operations team as required to set up the Vanity URL. Configure Vanity URL, including certificate registration and domain setup. ***Note:*** *Customer's first year license fee must be paid in full before work can commence on vanity URL setup. This is due to the fact that Qualtrics must purchase and register certificates for the vanity domain and make configuration changes with their Content Delivery Network (CDN).*
Voice IQ Support *Voice IQ enables customers to analyze full-length recordings of their contact center conversations between customers and agents in order to extract insights about the experience such as topics, sentiment,and emotion. Contact center conversations include a treasure trove of experience data that was previously not available through surveys.* *Voice iQ is powered by a Qualtrics partner ecosystem.*	**Delivery Team Responsibilities** Build a survey to store transcribed Voice to Text data. Build a dashboard to allow for analysis and review of transcribed Voice to Text data. Create basic filters and functionality including both voice analysis and textIQ analysis. **Customer Responsibilities** Responsibility for the installation and configuration of the third party aggregation system
Website Feedback Support *Website / App Feedback projects are a great way to reach out to your website visitors. You can create professional and*	**Delivery Team Responsibilities** Support Customer in configuration of domain(s) and intercept(s) purchased as part of this Project. Advise Customer in obtaining code from the Qualtrics platform for use in Website Feedback intercepts.

Order Form

beautiful graphics that appear in special conditions to advertise something or to request feedback. You can also customize when you want to approach visitors. **Replace the term 'website' with 'mobile app' when applicable.*	Review configured web intercepts to verify best practices are followed and intercepts are ready for production. **Customer Responsibilities** Configure the web intercepts to be used for sourcing survey participants. Build Website Feedback surveys using the Qualtrics Platform. Deploy and maintain Website Feedback code on applicable Customer-owned domains. Build creative elements of Website Feedback, including popovers, feedback tabs, side bars, etc. Configure Website Feedback intercepts, including the logic determining when to present creatives. **Replace the term 'website' with 'mobile app' when applicable.*
XM Guided Solution & Solution Playbook *XM Guided Solutions provide pre-configured surveys, expert-validated methods, and dashboards tailored to the Customer's CX Use Case..*	**Delivery Team Responsibilities** Provide Customer with access to use case specific guided solution consisting of pre-built Survey(s) and Dashboard. Provide Customer access to the use case specific solution playbook. Conduct a 1-hour meeting to review the solution playbook with Customer. Customer can choose to use the above described Dashboard Configuration and/or Survey Review Implementation Deliverables to support Customer specific configurations to the Survey and Dashboard projects provided as part of the XM Guided Solution. If Customer chooses not to do so, then no additional configuration support is provided for the XM solution.
XM Directory Automations Support *XM Directory Automations is a feature within XM Directory, where you can configure scheduled automations to import contacts from a file, and/or configure distributions to be sent to contacts in a mailing list. The file may be transferred via SFTP (either a customer-hosted SFTP account or a Delivery Team-hosted SFTP account) or the Qualtrics File Service (QFS). Note that there may be additional services costs for a Delivery Team-hosted SFTP Account.*	**Delivery Team Responsibilities** Provide consultation on setting up one (1) Contact Import Automation and/or one (1) Distribution Automation, including ● One (1) Import file ● Automation message library setup ● File processing rules support ● Field mapping (Up to forty (40) fields) and row exclusions rules ● One (1) distribution logic set ● Frequency of distribution (hourly, daily, weekly) Provide all documentation available related to XM Directory Automations. Assist Customer in testing automation configuration and troubleshooting for up to four (4) hours. Review configuration and verify best practices are followed. **Customer Responsibilities** Configuration and testing of additional Contact Import and Distribution Automations, if required. Configuration and testing of additional Distribution Logic sets, if required If Customer is using a Delivery Team-provided SFTP server, information required by Delivery Team Engineering such as IP Address range information will be provided to Delivery Team within one (1) week of the Project kickoff date. If the related IP Address/Range is not wholly owned and managed by Customer, the IP Address/Range may be subject to review and approval by the Delivery Team Security Operations team, which may result in additional delays to the project schedule. If Customer is using their own SFTP server, the credentials for this server will be provided to Delivery Team within one (1) week of the Project kickoff date. Provide an import file matching the following: ● **UTF-8 Encoding** ● **CSV delimited format** ● **Up to 10,000 records per file** ● **Plaintext or PGP-encrypted** ● **Has a header row with at least the following mandatory fields:** ○ **Field containing Contact Email Address** ○ **Field containing Contact First Name** ○ **Field containing Contact Last Name** Provide a sample of the file for upload/import on the Project kickoff date. Provide all requested technical information required promptly, including sample files, IP ranges for whitelisting if appropriate, library messages, and other information. Configuration of Qualtrics XM Directory (opt outs, deduplication, contact frequency, sampling logic, and quota management). Have Qualtrics API access enabled on Customer's Qualtrics license. Qualtrics API license is priced separately and not included in this Statement of Work. Have Qualtrics XM Directory Automations enabled on Customer's Qualtrics license. Qualtrics XM Directory Automations are priced separately and not included in this Statement of Work.
XM Directory Support *XM Directory is a contact management platform that allows you to create and*	**Delivery Team Responsibilities** Provide consultation on contact frequency, deduplication, sample upload, embedded data fields, and ideal license configuration.

Order Form

update contact information in one central database and send surveys directly to mailing lists, decrease the number of duplicate contacts easily to prevent repeat uploads, and manage your global opt-outs from the directory. You can also limit the amount of times a respondent can be contacted by your brand to prevent response fatigue and improve the survey taking experience.	Review configuration and verify best practices are followed. See also **XM Directory Automations Support**. **Customer Responsibilities** Manage, clean, and upload a sample file and all panel files to Qualtrics platform. Create sample plans or weighting matrices as appropriate. Build integrations between Qualtrics platform and Customer databases as required for this Project.
XM Directory Advanced Support *XM Directory is a contact management platform that allows you to create and update contact information in one central database and send surveys directly to mailing lists, decrease the number of duplicate contacts easily to prevent repeat uploads, and manage your global opt-outs from the directory. You can also limit the amount of times a respondent can be contacted by your brand to prevent response fatigue and improve the survey taking experience.*	**Delivery Team Responsibilities** Provide consultation on transactional data, distribution funnel reporting, and multiple directories. Review configuration and verify best practices are followed. **Customer Responsibilities** Build integrations between Qualtrics platform and Customer databases as required for this Project. Maintain any lists, integrations or settings configured as part of this Project. ***Note:*** *Does not include automations support - support for XM Directory Automations must be purchased in addition to this deliverable.*

Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
31-May-2024 TO 30-May-2025	Cloud Professional	$48,947.37 $10,592.78	Effective Date	Net 30	44552088
31-May-2025 TO 30-May-2026	Cloud Professional	$48,421.05 $9,020.62	01-May-2025	Net 30	44552088
31-May-2026 TO 30-May-2027	Cloud Professional	$48,421.05 $9,020.62	01-May-2026	Net 30	44552088
Total		**USD $174,423.49**			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release
Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Excess Use
The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on Qualtrics' prices on the date the excess use began.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
5500 Cherokee Avenue, Suite 300
Alexandria VA 22312

CONTACT NAME:
PHONE (A/C, No, Ext): 800-274-0268 **FAX (A/C, No):**
E-MAIL ADDRESS: macertificates@marshmma.com

INSURED CARAHTECHN
Carahsoft Technology Corp.
FedResults, Inc.
11493 Sunset Hills Road
Suite 100
Reston VA 20190

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Endurance Assurance Corporation	11551
INSURER C : CNA Insurance Company Limited	99999
INSURER D : National Union Fire Ins Co PittsburghPA	19445
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 174607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE; X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; X LOC OTHER:	Y		ENP0651059	4/19/2024	4/19/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY; SCHEDULED AUTOS X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY	Y		EBA0651059	4/19/2024	4/19/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR EXCESS LIAB; CLAIMS-MADE DED; RETENTION $			ENP0651059	4/19/2024	4/19/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B D C	Cyber & Professional Liability Crime Excess Cyber			NRO30043701400 024159114 768765766	8/27/2023 2/5/2024 1/1/2024	8/27/2024 2/5/2025 1/1/2025	$10,000,000 Occ $5,000,000 Limit $10,000,000 Limit	$10,000,000 Agg $50,000 Deductible $1,000,000 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Columbus and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

CERTIFICATE HOLDER

The City of Columbus
1111 East Broad Street
Columbus OH 43205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 20, 2024

The City of Columbus
240 PARSONS AVE
COLUMBUS OH 43215

Account Information:

Policy Holder Details :	**CARAHSOFT TECHNOLOGY CORP**

Contact Us

Need Help?
Chat online or call us at
(866) 467-8730.
We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	PHONE (A/C, No, Ext): (800) 524-7024	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Fire and Its P&C Affiliates	00914
INSURED	INSURER B :	
CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		76 WEG ZJ6798	04/19/2024	04/19/2025	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
The City of Columbus 240 PARSONS AVE COLUMBUS OH 43215	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
	AUTHORIZED REPRESENTATIVE Susan L. Castaneda

VENDOR DETERMINATION FORM

Vendor Name: Carahsoft Qualtrics

Grant Name and number: G502254 PHIG

Contract Description: Software

Contract Amount: $174,423.49 PO number: PO453081

Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY)

Description: A subaward is for the purpose of carrying out a portion of the city's Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award.

Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity:

- [ ] **Determines who is eligible to receive what Federal assistance;**
- [ ] **Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient's data to submit it's own data)**
- [ ] **Has responsibility for programmatic decision making;**
- [ ] **In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statue, as opposed to providing goods or services for the benefit of the pass-through entity.**

For profit agency- Use standard contract, under/over 50K (over 50K must be legislated)
Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.

Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY

Description: A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity:

- [ ] **Is facing reduced revenues and difficulty maintaining standard operations;**
- [ ] **Requires assistance for operating costs including payroll, rent, supplies, etc;**
- [ ] **Provides goods or services that are ancillary to the operation of the Federal program.**
- [ ] **Is receiving funding from the American Recovery Plan Act**

Section 3 – CONTRACTOR

Description: A contract is for purpose of obtaining goods and services for the city's own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- [X] **Provides the goods and services within normal business operations; providing a service NOT provided by the city agency**
- [X] **Provides similar goods or services to many different purchasers;**
- [X] **Normally operates in a competitive environment;**
- [X] **Provides goods or services that are ancillary to the operation of the Federal program.**

For profit- Use standard service contract, under/over 50K (over 50K must be legislated)
Not for profit agency- Go to page 2 to determine template to use

FINAL DETERMINATION:

[ ] **SUBRECIPIENT** [ ] **BENEFICIARY** [X] **CONTRACTOR**

NOT FOR PROFIT AGENCIES

Section 1 – GRANT AGREEMENT

Description: When financial assistance to a non-for-profit that provides general operating support to accomplish a particular **public purpose**. Characteristics which support the classifications of the outside entity as a grant agreement include when the outside entity:

- [ ] **The recipient is planning on doing the work anyway;**
- [ ] **The amount of funding is determined by the City, typically in a response to a request;**
- [ ] **Agreements that include advance payments**
- [ ] **Providing funds for the purpose of distributing all or a portion of funds to residents in the forms of stipends, incentives, vouchers or other direct payments.**

All Not-For-Profit agreements **over $5,000 must be legislated** and must use the Grant Agreement Template. *insurance/workers comp not required*. Use Object Class 05 / 65026 (funds must be appropriated there)

Section 2 – NOT FOR PROFIT SERVICE CONTRACT

Description: Agreement for the delivery of services to the public, which are NOT currently preformed or provided by an existing city agency. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- [ ] **Obligation from the not for profit to provide a service or product to the public;**
- [ ] **Work that is being done is provided solely on the result of being paid;**
- [ ] **Funding is calculated off of fair market;**
- [ ] **Organization will submit detailed invoices for services/products rendered.**

Not for profit service contracts use the not-for-profit standard services contract. Over $50K has to be legislated. Under $50K does not have to be legislated. Insurance and Workers Comp are required. Use Object class 03/63920

FINAL DETERMINATION:

☐ **Grant Agreement over $5k** ☐ **Grant Agreement under $5k** ☐ **Not-for-profit Service contract**

Explanation of Determination if not clearly made by the criteria above:

____

____

FUNDING SOURCE OF CONTACT

- [ ] CPH General fund
- [ ] Grant funded- State, private or local
- [x] Grant funded- Federal -Query of findings from sam.gov and ohioauditor.gov attached

Katie Pettiford — 6/17/2024

Employee Signature — Date

Susan Hager — 7/2/2024

Supervisor Signature — Date

Planned Maintenance Schedule
May 21, 2024
SAM.gov will undergo scheduled maintenance on Tuesdays, Thursdays, and Fridays from 8:00 PM ET - 11:00 PM ET.

These are planned maintenance events and will persist until further notice. During these maintenance windows, access to the site may be intermittent or disrupted.

See All Alerts

SAM.GOV®

Search

All Words | e.g. 1606N020Q02

Search Results | Saved Searches

Select Domain
Entity Information

- All Entity Information
- Entities
- Disaster Response Registry
- Responsibility / Qualification
- Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"carahsoft technology corporation" ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

0 Records found ***Criteria:*** **Name Search:** `Carahsoft technology corporation` , **Entity Search:** - , **Month:** - , **Year:** - , **Status:** `Unresolved`

Name	Government Entity	Amount	Date Certified	Resolved
There are no items to display				

Back to Search (https://ffr.ohioauditor.gov/)