



CONTRACT, SOW, MOU COVER SHEET

Vendor Name

**Contract, MOU, SOW
Name/Number**

**Contract, MOU, SOW
Purpose**

Total Dollar Amount

Begin Date

End Date

Renewals Remaining

OCIO Contact Name

Reviews: (If N/A is selected please explain in additional comments)

Has a 10.7 been approved

Yes

No

N/A

(if No - stop and submit a
10.7 if applicable)

OCIO Legal has Reviewed

Yes

No

N/A

(if No - stop and send to
OCIO Legal for review)

**OCIO Security Review has
occured**

Yes

No

N/A

(if No - stop and send to
OCIO Security for review)

Additional Information

EXCEPTIONS: Any terms that are different than normal, and should be highlighted

[Empty box for exceptions]

RISKS: Outline risks associated with this contract

[Empty box for risks]

Approved

Denied



**Matt Behrens
Chief Information Officer**

Additional Information:

**Iowa Office of the Chief Information Officer
Contracts Declaration & Execution (“CD&E”)**

Title of Contract: Alchemy Technology Group Services (“Agreement”)	Contract Number: 2022BUS1220	
State Agency’s Name: Iowa Office of the Chief Information Officer (“OCIO”)		
Vendor’s Name: Alchemy Technology Group, LLC (“Vendor”).		
Contract to Begin/Effective Date: Date of last signature below	Contract Term Date: 02/12/2024	Contract Expiration Date: 02/23/2026 This Agreement shall automatically extend and co-term with the Underlying Agreement up to the Contract Expiration Date, to the extent such Underlying Agreement is renewed/extended by DIR.
<p>This Agreement is effective as of the Effective Date by and between the State of Iowa, acting by and through the Iowa Office of the Chief Information Officer (“OCIO”), with its principal place of business at 200 E. Grand Avenue, Des Moines, IA 50309 and Alchemy Technology Group, LLC, (“Vendor”), with its principal place of business at 11 Greenway Plaza, Suite 260, Houston, TX 77046. The parties may be referred to herein individually as a “Party” or collectively as the “Parties”; provided, however, that where the context clearly requires, the term “Party” or “Parties” may refer to or include the Governmental Entity making individual purchase(s) hereunder.</p> <p>Authorities. Iowa Code section 8B.24(5)(c) authorizes the Office of the Chief Information Officer of the State of Iowa (“OCIO”) to, “on its own behalf or on the behalf of another participating agency or governmental entity, . . . procure information technology by leveraging an existing competitively procured contract.” Pursuant to this authority, this Agreement is for the purchase of the Information Technology Products and Services further identified herein. The competitively procured contract leveraged and thereby forming the basis of this Agreement is Texas Department of Information Resources (“DIR”) Contract Number DIR-TSO-4385, available at: https://dir.texas.gov/contracts/dir-tso-4385. Contract number DIR-TSO-4385, including any and all amendments, attachments, schedules, exhibits, or other like documents thereto or associated therewith, including any request for proposal/bid (or other like document) (“RFP”) and any response of Vendor thereto (“Proposal”), (collectively referred to herein as the “Underlying Agreement”) is incorporated by reference as if fully set forth herein.</p> <p>Documents Incorporated/Order of Precedence. This Agreement and all attachments identified below are incorporated by this reference as if fully set forth herein and together comprise the terms and conditions governing the relationship between the Parties. In the event of any conflict or inconsistency between the various provisions of this Agreement and attachments to this Agreement, such conflict or inconsistency shall be resolved in the following order:</p> <ol style="list-style-type: none"> 1. First by giving preference to any Special Terms and Conditions incorporated into the Agreement via the following hyperlinks: 		

- 1.1. The IT Business Associate Agreement (“BAA”), which document may be updated from time to time to conform with applicable federal laws, a current version of which is *available at*: <https://ocio.iowa.gov/document/20220224-baa-it>;
 - 1.2. The IT Qualified Service Organization (“QSO”), which document may be updated from time to time to conform with applicable laws, a current version of which is *available at*: <https://ocio.iowa.gov/document/20220224-it-qso>
 - 1.3. The contract language for general services and contract language for information technology services extracted from Exhibit 7 of IRS Publication 1075 which is *available at*: <https://ocio.iowa.gov/document/irs-pub1075-ex7>. The Attachment may only be amended if the Internal Revenue Service updates IRS Pub. 1075 Exhibit 7. If the Attachment is amended to conform with federal law, an updated version of the Attachment will be posted at the preceding link and electronic notice of the amended attachment will be provided to the Vendor. The Vendor shall be deemed to have accepted the amendment unless the Vendor provides notice of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days.
2. Second by giving preference to the Supplemental terms and conditions attached hereto as Attachment A (“Supplemental”);
 3. Third by giving preference to the competitively procured contract leveraged and thereby forming the basis of this Agreement the Texas Department of Information Resources (“DIR”) Contract Number DIR-TSO-4385;
 4. Fourth by giving preference to the terms of any Purchasing Instruments executed hereunder;
 5. Fifth by giving preference to specific provisions of the RFP;
 6. Sixth by giving preference to the Proposal.

Notes:

This Agreement does not guarantee any minimum level of purchases, usage, or compensation;
This Agreement is available to any Governmental Entity, including State Agencies and political subdivisions, in the State of Iowa.

[This section left intentionally blank]

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Vendor: Alchemy Technology Group, LLC

By (Authorized Signature)	Date Signed
<i>Travis Graham</i>	01/13/2023

Printed Name and Title of Person Signing:
Travis Graham, Co-CEO

Address:

11 Greenway Plaza, Ste 2600

Houston, Texas 77046

State of Iowa, acting by and through the Department of Management, Office of the Chief Information Officer:

By (Authorized Signature)	Date Signed
	1/24/2023

Printed Name and Title of Person Signing:

Matt Behrens, Chief Information Officer

Address:

200 E. Grand Ave.

Des Moines, IA 50309

Attachment A: Supplemental Terms and Conditions

1. **Related Agreements.** Notwithstanding the foregoing, or anything else in the Underlying Agreement (including, solely to the extent legally and validly incorporated into the Underlying Agreement, any shrink-wrap, click-wrap, browser-wrap, privacy policies, online terms, or any terms incorporated or embedded in any programs, software, or the like) to the contrary, any software, program, infrastructure, platform, or other licenses, including any subscription licenses, shall continue beyond any expiration or termination of the Underlying Agreement in accordance with the underlying license term and in accordance with the terms and conditions of this Agreement, unless and until such license is terminated for cause, and solely to the extent such license is paid for in accordance with the terms of this Agreement.
2. **Responsibility of Governmental Entity.** The Governmental Entity as identified in a purchasing instrument, statement of work, service work order, or other similarly titled scope document (“Purchasing Instrument”) executed hereunder shall be solely responsible for any payments due and duties and obligations otherwise owed Vendor under the Purchasing Instrument and this Agreement. In addition, notwithstanding any other provision of the Underlying Agreement to the contrary, OCIO bears no obligation or liability for the Governmental Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to the Purchasing Instrument or this Agreement.
3. **Payment Terms.** Notwithstanding anything in the Underlying Agreement to the contrary, the Governmental Entity shall pay all undisputed amounts set forth in approved invoices in arrears and in conformance with Iowa Code Section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Governmental Entity may pay in less than sixty (60) days, as provided in Iowa Code Section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code Section 8A.514. Notwithstanding, the Governmental Entity, in its sole discretion, may elect to prepay fees for services and deliverables in accordance with applicable laws, rules, policies, and procedures, including State of Iowa Accounting Policies and Procedures, *available at:* <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>.
4. **Confidentiality.** Notwithstanding anything in the Underlying Agreement to the contrary, any duties or obligations as it relates to any terms and conditions requiring the Governmental Entity to maintain Vendor’s information in confidence shall be subject to and limited by applicable State laws, rules and regulations, including, without limitation, Iowa Code Chapter 22, and fair information practices rules. The Governmental Entity shall not be in breach of the Underlying Agreement for any failure to comply with any provision relating to confidential information if the Governmental Entity is complying with or attempting to comply with any such laws, rules, and regulations in so doing. In addition, and notwithstanding anything in the Underlying Agreement to the contrary, the Governmental Entity may disclose Vendor’s Confidential Information:
 - 4.1. Pursuant to any legal, judicial, regulatory, or administrative proceedings, subpoena, summons, deposition, interrogatory, requests for documents, order, ruling, civil investigative demand, or other legal, administrative or regulatory processes;
 - 4.2. Pursuant to any applicable laws, rules, or regulations;
 - 4.3. If the Governmental Entity reasonably determines such information is not a confidential record pursuant to Iowa Code Section 22.7 or other applicable laws, rules, and regulations; or
 - 4.4. If the Governmental Entity determines Vendor has not provided or is unwilling to provide facts sufficient to enable the Governmental Entity to make a determination as to whether such information constitutes a confidential record under Iowa Code Section 22.7 or other applicable laws, rule, and regulations.

Prior to disclosing any of Vendor’s Confidential Information as permitted above, the Governmental Entity shall provide reasonable notice to Vendor of the circumstances giving rise to such disclosure.

The Governmental Entity shall remain the sole and exclusive owner of any and all information supplied or provided by it, directly or indirectly, to Vendor in connection with this Agreement, including by or through the use of any programs, software, infrastructure or platform services, or otherwise. Each Party acknowledges and agrees that due to the unique nature of confidential information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third parties to unfairly compete with the other party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of any provisions relating to confidential information will constitute a material breach of the agreement between the Parties and be grounds for immediate termination in the exclusive discretion of the non-breaching Party.

Any/all provisions relating to confidential information shall survive termination/expiration of the Underlying Agreement or any Related Agreements.

5. **Limitation of Liability.** In no event will either party be liable to the other party for consequential, indirect, incidental, special, punitive, or any other non-direct damages including, without limitation, lost profits or future revenues, cost of capital, loss of business reputation or opportunity or any claim or demand against the other party by any third party, however caused, whether under theory of contract, tort (including negligence) or otherwise, even if said party has been advised of the possibility of such damages and even if any remedy fails of its essential purpose. Each party’s liability under this Agreement or otherwise arising out of this Agreement or a Purchasing Instrument executed hereunder, regardless of the form of action, whether under theory of contract, tort (including negligence) or otherwise, shall not exceed an amount equal to the total amount paid or payable by the State to Vendor as shown on the applicable Purchasing Instrument. These limitations shall apply to the fullest extent allowed by law, and each party agrees to release the other party, its officers, directors, employees, affiliates, representatives and agents from and against any and all liability exceeding the limits stated in this provision, regardless of the theory of liability or remedy under which damages are sought. Furthermore, Vendor shall not be liable for the loss or corruption of, or damage to, data. Notwithstanding the foregoing, any limitations of Vendor’s liability defined herein shall not apply to:
- 5.1. Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
 - 5.2. Claims related to death, bodily injury, or damage to real or tangible personal property;
 - 5.3. Any contractual obligations of the Vendor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws, or confidential information;
 - 5.4. Claims arising under provisions of the contract calling for indemnification of the state for third-party claims against the state for bodily injury to persons or for damage to real or tangible personal property caused by the Vendor’s negligence or willful conduct.

Notwithstanding anything in the Underlying Agreement to the contrary, nothing in the Underlying Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the State of Iowa or any State of Iowa governmental entities making purchases by leveraging the Underlying Agreement, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

6. **Indemnification.** Vendor and its successors and permitted assigns shall indemnify and hold harmless the Governmental Entity and their employees, officers, board members, agents, representatives, and officials (“Indemnitees”) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, fines, penalties, taxes, costs, and any other expenses (including the reasonable value of time of the Attorney General’s Office and the costs, expenses, and

attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of a Purchasing Instrument or this Agreement.

- 7. Additional Remedies in the Event of Security Breach.** Upon the Governmental Entity’s determination that a Security Breach involving or relating to Services Data has occurred, Vendor shall fully cooperate with the Governmental Entity or its designee in fully rectifying/responding to such Security Breach, including notifying all of the Governmental Entity’s or any other State of Iowa affected users. The Governmental Entity shall determine, in its sole discretion, the content and means of delivery of any such notifications. Notwithstanding anything in the Underlying Agreement to the contrary, Vendor will be solely responsible and liable for all costs, expenses, damages, fines, penalties, taxes, assessments, legal fees, claims, service fees, and any and all other amounts of any kind or nature whatsoever (including the reasonable value of time of the Iowa Attorney General’s Office or the costs, expenses and attorney fees of other counsel retained by the State of Iowa) related to, arising out of, or incurred by or on behalf the Governmental Entity or the State of Iowa as a result of, any Security Breach caused directly or indirectly, in whole or in part, by Vendor, including the cost of: notifying affected individuals and businesses or reporting to applicable regulators (including preparation, printing, mailing and delivery); opening and closing accounts, printing new checks, embossing new cards; forensic and other audits, investigations, public relations services, call center services, websites and toll-free numbers for assisting affected individuals; obtaining credit-monitoring services and identity-theft insurance for any person or entity whose information has or may have been acquired or compromised; and all other costs associated with corrective or other actions that are taken to mitigate or address the Security Breach. Vendor will reimburse or pay to the Governmental Entity or the State of Iowa all such expenses, fees, damages, and all other amounts within fifteen (15) business days of the date of any written demand or request delivered to Vendor. For purposes of this Section, “**Security Breach**” means the unauthorized acquisition of or access to any information or data of or belonging to the Governmental Entity or the State of Iowa by an unauthorized person that compromises the security, confidentiality, or integrity of such data or information including instances in which internal personnel access systems in excess of their user rights or use systems inappropriately. “**Security Breach**” shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 8. Confidentiality Agreements.** Vendor and Vendor’s employees, contractors, subcontractors, or agents will execute any agreements to address any compliance, legal, confidentiality, or privacy concerns that arise in connection with this PO, such as a Business Associate Agreement (“**BAA**”) or Criminal Justice Information System (“**CJIS**”) Security Addendum, or any other non-disclosure or confidentiality agreements in connection with this Agreement or any related agreement deemed necessary by the OCIO (“**Ancillary Agreement(s)**”). Such Ancillary Agreements shall be incorporated by reference as if fully set forth herein.
- 9. Choice of Law/Forum.** Notwithstanding anything in the Underlying Agreement or any Related Agreement to the contrary, this Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of the same, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with, or arising out of the Underlying Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise.

- 10. Equal Opportunity/Affirmative Action.** Vendor represents, warrants, covenants, and promises that it will comply with all applicable federal, state, foreign, and local laws, rules, regulations, codes, standards, ordinances, and orders prohibiting discriminatory employment practices or related to equal opportunity in employment or affirmative action, including Iowa Code chapter 216 and section 19B.7 and the rules of the Iowa Department of Administrative Services and the Iowa Civil Rights Commission. Upon the Governmental Entity or its designee’s written request, Vendor shall submit a copy of its affirmative action plan, containing goals, time specifications, accessibility plans, and policies as required by Iowa Administrative Code chapter 11—121. Vendor shall take such steps as necessary to ensure its subcontractors are bound by the terms and conditions contained in this Section. Failure to fulfill any requirement set forth in this Section shall be regarded as a material breach and the Governmental Entity or OCIO may cancel, terminate, or suspend, in whole or in part, the PO. In addition, Vendor may be declared ineligible for future State contracts in accordance with authorized procedures or be subject to other sanctions as provided by law or rule.
- 11. Termination for Non-Appropriation.** Notwithstanding anything in the Underlying Agreement to the contrary, and in addition to any other termination provision(s) set forth therein, in the event of a Non-Appropriation Event, the Governmental Entity or OCIO may terminate the PO in whole or in part, without advance notice and without penalty or liability to the Governmental Entity. In the event of such termination, any further obligation owed to Vendor by the Governmental Entity shall be limited by, and subject to, legally available funds. For purposes of this Section the term “**Non-Appropriation Event**” means any of the following:
- 11.1. The legislature or governor fail, in the sole opinion of the Governmental Entity, to appropriate funds sufficient to allow the Governmental Entity to either meet its obligations under this Agreement or a Purchasing Instrument, or to operate as required or to fulfill its obligations under the same;
 - 11.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Governmental Entity (regardless of the source of funding or revenues) to make any payment in accordance with the terms of this Agreement are insufficient or unavailable for any other reason as determined by the Governmental Entity in its sole discretion;
 - 11.3. If the Governmental Entity’s authorization to conduct its business or engage in activities or operations related to the subject matter of a Purchasing Instrument or this Agreement is withdrawn or materially altered or modified;
 - 11.4. If the Governmental Entity’s duties, programs, or responsibilities are modified or materially altered; or
 - 11.5. If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Governmental Entity’s ability to fulfill any of its obligations under this Agreement or a Purchasing Instrument.
- 12. Use of Third Parties.** No subcontract or other delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain solely responsible its performance under this Agreement, and for compliance with the terms, conditions, and requirements set forth in the same. Vendor shall be fully responsible and liable for all acts or omissions of any subcontractors, affiliates, subsidiaries, or any other third party, and any employees, agents, independent contractors, or any other staff or personnel of any of the foregoing (“**Vendor Agents**”) acting on behalf of or at the direction of Vendor. Any action of a Vendor Agent, which, if done by Vendor, would constitute a breach of Agreement or a Purchasing Instrument executed hereunder shall be deemed a breach by Vendor and have the same legal effect. Vendor is solely liable for any and all payments that may be due to Vendor Agents pursuant to any subcontract or otherwise. Vendor shall indemnify and hold harmless the State, OCIO, and the Governmental Entity and their officers, directors, employees, officials, and agents from and against any and all claims, demands, liabilities, suits, actions, damages, losses, taxes,

penalties, costs and expenses of every kind and nature whatsoever arising out of, resulting from, or in any way related to Vendor’s breach of any subcontract or contract into which it enters, including Vendor’s failure to pay any and all amounts due to any Vendor Agents. All subcontracts shall contain provisions which allow the Governmental Entity or its designee to access the subcontractor’s books, documents, and records and for inspections of work.

- 13. **Conflicts of Interest.** Vendor represents, warrants, and covenants that no relationship exists or will exist during the term of this Agreement between Vendor or Vendor Agents and OCIO or the Governmental Entity that is or may constitute a conflict of interest or appearance of impropriety. To the extent applicable, the provisions of Iowa Code Chapter 68B shall apply to this Agreement, and Vendor and Vendor Agents shall not engage in any conduct or permit any third party from engaging in any conduct that would violate that chapter.
- 14. **Records Retention and Access.** Vendor shall maintain books, documents and records that sufficiently and properly document Vendor’s performance under Agreement including records that document all fees and other amounts charged during the term of this Agreement for a period of at least five (5) years following the later of the date of final payment, termination or expiration of the same, or the completion of any required audit. Vendor shall permit the Governmental Entity or its designee, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor’s performance under this Agreement or a Purchasing Instrument. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records.
- 15. **Administrative Fees.** Without affecting the prices/rates, Vendor is authorized to charge the Governmental Entity hereunder, Vendor shall provide to OCIO a 1.00% administrative fee on the sales made by and through this PO. This 1.00% administrative fee shall be paid quarterly to:

Attn: Business Services Division Administrator

Iowa Office of the Chief Information Officer

200 East Grand Avenue

Des Moines, IA 50309

Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

- 16. **Independent Contractor.** Vendor is an independent contractor of OCIO and the Governmental Entity. No Vendor Agents shall be considered employees of OCIO or the Governmental Entity and shall not be entitled to any benefits typically afforded any employees of OCIO or the Governmental Entity.
- 17. **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the Parties hereto. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party.

18. Multiple Counterparts. This Agreement may be executed in several counterparts, notwithstanding that all Parties are not signatories to the same counterpart. Each Purchasing Instrument executed hereunder shall constitute a separate and distinct contract between Vendor and the Governmental Entity.

19. Personnel Safeguards.

19.1. Background Checks.

19.1.1. Floor. Vendor shall conduct nationwide criminal background checks on Vendor Personnel and shall not utilize any such personnel in the performance of this Agreement who have been convicted of any crime of dishonesty, including fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty.

19.1.2. Additional Screening. Governmental Entities reserve the right to subject Vendor Personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation (“FBI”), or other background check requirement imposed by law, rule, regulation, order, or policy. Vendor Personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more Governmental Entities, including OCIO. Such background checks may be conducted by the applicable Governmental Entity or its Authorized Contractor. A Governmental Entity may also require Vendor to conduct a work history or financial review of Vendor Personnel. Vendor shall provide Governmental Entities with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor Personnel.

19.1.3. Vendor shall be responsible for payment of all costs associated with any and all background checks to which Vendor Personnel are subjected under §19.1 herein.

19.2. Right to Remove Individuals. Should a Governmental Entity be dissatisfied with the performance, competence, responsiveness, capabilities, cooperativeness, or fitness for a particular task of any Vendor Personnel, the Governmental Entity may request the replacement of such Vendor Personnel (“Replacement Request”). The Replacement Request shall be in writing and upon receipt of the request, Vendor shall make reasonable efforts to furnish a qualified and acceptable replacement within fifteen (15) business days. If the applicable Governmental Entity, in its sole discretion, determines Vendor Personnel pose a potential security risk and notifies Vendor of such security risk in its Replacement Request, Vendor shall immediately remove such individual; any replacement furnished by Vendor in connection with such a request may not perform or provide Deliverables to the applicable Governmental Entity unless and until the applicable Governmental Entity gives its consent to Vendor’s use of such replacement. Vendor shall notify OCIO immediately upon receiving a Replacement Request from another Governmental Entity and promptly provide a copy of such Replacement Request to OCIO.

19.3. Security Awareness Training. Vendor shall promote and maintain an awareness of the importance of securing OCIO or Governmental Entity property, including Governmental Entity or OCIO data, among Vendor Personnel. Vendor Personnel shall complete the security awareness training provided by the OCIO.

19.4. Separation of Job Duties. Vendor shall diligently monitor and enforce separation of job duties, require all employees, contractors, subcontractors, or agents to execute non-disclosure agreements, and limit access to and knowledge of OCIO or Governmental Entity property to those Vendor Personnel to which such access and knowledge is absolutely necessary to provide Deliverables hereunder.

- 19.5. **Non-disclosure/Confidentiality Agreements.** Vendor Personnel may be required to sign a Governmental Entity’s standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s) as may be required by applicable law, rule, regulation, or policy.
20. **Acceptance.** Unless otherwise defined in a Purchasing Instrument, upon completion of all work to be performed by Vendor with respect to any Deliverable or group of Deliverables, Vendor shall deliver a written notice to the Governmental Entity certifying that any such Deliverable(s) meet and conform to applicable acceptance criteria or performance metrics as agreed to by the parties in the Purchasing Instrument, and that the Deliverable(s) are ready for the Governmental Entity to conduct acceptance tests; provided, however, that Vendor shall pretest the Deliverable(s) to determine that it meets and operates in accordance with applicable acceptance criteria or performance metrics prior to delivering such notice to the Governmental Entity. At the Governmental Entity’s request, Vendor shall assist the Governmental Entity in performing acceptance tests at no additional cost to the Governmental Entity. Within 30 days from the date the written notice is received, the Governmental Entity shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable evaluated during such Acceptance Testing. “Acceptance” means the Governmental Entity, in their sole discretion, has determined that the Deliverable(s) conform to the acceptance criteria or performance metrics set forth in the Purchasing Instrument. If the Governmental Entity determines that a Deliverable, in whole or in part, satisfies its acceptance tests, the Governmental Entity shall provide Vendor with notice of Acceptance with respect to such Deliverable(s). If the Governmental Entity determines that a Deliverable, in whole or in part, fails to satisfy its acceptance tests, the Governmental Entity shall provide Vendor with notice of Non-Acceptance with respect to such Deliverable(s). In the event the Governmental Entity provides notice of Non-Acceptance to Vendor with respect to any Deliverable(s), Vendor shall correct and repair such Deliverable(s) and submit it to the Governmental Entity within ten (10) days of Vendor’s receipt of notice of Non-Acceptance so the Governmental Entity may re-conduct its acceptance tests with respect to such Deliverable(s).
21. Notwithstanding anything in this Agreement to the contrary, any terms, conditions, or requirements of the Underlying Agreement that conflict with, are inconsistent with, are prohibited by, or are not permitted by applicable law, rule, regulation, order, or policy shall be replaced or superseded by terms, conditions, or requirements that comply with the minimum requirements of applicable law, rule, regulation, order, or policy. In addition, Vendor shall generally cooperate with OCIO and the Governmental Entity in complying with any of its legal obligations imposed by applicable law, rule, regulation, order, or policy.