SERVICE PURCHASE CONTRACT

ISSUING MEMBER/OFFICER & ADDRESS
Sanford Kim Ward
262 Main Capitol Building
Harrisburg, PA 17120

CONTRACTOR NAME & ADDRESS
Envoy Sage, LLC
4409 Crews Ct
Port Charlotte, FL 33952

SP# 392111601A

Contract Person: Crystal Clark
Phone: 717-787-8359 Fax: 717-772-3148

Contract Person: Steven R. Larv
Phone: 202-279-2045 Fax: 202-280-2717

Funding Sources:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EFF</td>
<td>EXPIR</td>
</tr>
<tr>
<td>1/18/2021</td>
<td>02/18/2022</td>
</tr>
</tbody>
</table>

SERVICES SPECIFIED (describe and list terms & conditions, use and reference attachments, if necessary)

Specific services to be performed are set forth in Attachment A, which shall be performed in accordance with the terms and conditions set forth in the Master Services Agreement attached hereto as Attachment B. Pricing for work pursuant to this SPC is set forth in Attachment C hereto.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AVAILABLE $270,250.00

In compliance with the contract terms, conditions, and specifications, the undersigned, on behalf of the Contractor, which intends to be legally bound hereby, offers and agrees, to provide the specified services at the price(s) set forth above at the time(s) and point(s) specified in addition to this document additional terms and conditions may be referenced and made a part hereof as attachments.

Contractor Signatures (in ink)

President / Vice President / Manager / Partner / Owner

Secretary / Treasurer

Date

Senate of Pennsylvania Approves
Approved as to Legislative Purpose

Date

Approved as to Fiscal Responsibility & Availability of Funds
Approved as to Form and Legality

Date

Print and sign two originals -- □ Contractor □ Senate
ATTACHMENT A

1. Document analysis for the subpoena (issued 15 September 2021) in support of legislation, as necessary, pertaining to the current election code and the future SURE system.
   a. Conduct analysis of all communications between the Department of State and local governments/individuals to include training materials. (Subpoenaed Elements 1 – 3)
      i. Produce a summary of the analysis
      ii. Produce a recommendation of follow-on actions with justifications
      iii. Conduct a briefing(s) of summary and recommendations
   b. Conduct basic analysis of all voter lists for the May 2021 primary election. (Subpoenaed Elements 4,10 – 13, 15)
      i. Produce a summary of the analysis
      ii. Produce a recommendation of follow-on actions with justifications
      iii. Conduct a briefing(s) of summary and recommendations
   c. Conduct basic analysis of all voter lists for the November 2020 general election. (Subpoenaed Elements 5 – 9, 15)
      i. Produce a summary of the analysis
      ii. Produce a recommendation of follow-on actions with justifications
      iii. Conduct a briefing(s) of summary and recommendations
   d. Conduct detailed analysis of the complete list of all changes to voter records made between May 31, 2020 and May 31, 2021. (Subpoenaed Elements 14,15)
      i. Produce a summary of the analysis
      ii. Produce a recommendation of follow-on actions with justifications
      iii. Conduct a briefing(s) of summary and recommendations
   e. Conduct analysis all reports of audits and/or reviews of the SURE system conducted by or for the Department of State between 2018 and the present, including, but not limited to, any audits conducted under 25 Pa.C.S. 1803(a). Conduct analysis of the annual reports submitted to the Department of State pursuant to 4 PA Code 183.17. (Subpoenaed Elements 16 - 17)
      i. Produce a summary of the analysis
      ii. Produce a recommendation of follow-on actions with justifications
      iii. Conduct a briefing(s) of summary and recommendations

2. Provide consultation and advisory activities in support of the Intergovernmental Operations Committee investigation into election integrity to aid in the development of legislation, as necessary, pertaining to the current election code and the future SURE system.
   a. These activities are to aid in the development of legislation, as necessary, of the current system election code and the future SURE system.
   b. Activities directed, to include, but not limited to general investigative execution and analysis.
c. Activities directed, to include, but not limited to support all manner of legislation development to include such items as (policy development & hearing design).

3. Provide multi-faceted general communications services to communicate to people both externally and internally to the Senate. This includes, but is not limited to, consultation, format/channel recommendations analysis, and communicating directly to individuals/groups as approved by the client.

4. Conduct Analysis of the submissions to the Intergovernmental Operations Committee webpage and for election affidavits submitted to the Committee to aid in the development of legislation, as necessary, pertaining to the current election code and the future SURE system.
   a. Webpage submissions
      i. Screen approximately 700 emails.
      ii. Conduct analysis of emails of interest. Approximately 125 emails.
      iii. Produce a summary of the analysis
      iv. Produce a recommendation of follow-on actions with justifications
      v. Conduct a briefing(s) of summary and recommendations
   b. Affidavits Submitted
      i. Conduct basic analysis of approximately 100 affidavits.
      ii. Produce a summary of the analysis
      iii. Produce a recommendation of follow-on actions with justifications
      iv. Conduct a briefing(s) of summary and recommendations

5. Conduct analysis of other election integrity initiatives across the nation to aid in the development of legislation, as necessary, pertaining to the current election code and the future SURE system.
   a. Produce a summary of the analysis
   b. Produce a recommendation of follow-on actions with justifications
   c. Conduct a briefing of summary and recommendations
Attachment B

Master Services Agreement

Contract Reference Number: 392111601A

This Master Services Agreement, herein referred to as the “Agreement,” made and entered into as of the _______ of November, 2021, by and between:

the Pennsylvania Senate Republican Caucus, herein referred to as the “Client.”

-AND-

Envoy Sage, LLC, a Limited Liability Corporation lawfully incorporated by and operating under the laws of Iowa, and operating in Pennsylvania as a qualified Limited Liability Corporation whose principal place of business is located at 1715 Central Ave, Dubuque, Iowa, herein referred to as the “Vendor.”

In this agreement, Client and Vendor will be jointly referred to as the “Parties.”

WITNESSETH THAT:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth in this Agreement, and operating under the jurisdiction of Pennsylvania, the Parties agree as follows:

Performance Work Statement

1. Description of Services (Overview)
   1.1. The Vendor shall serve as prime contractor to provide consultation, advisory services, and analysis regarding the conduct of an investigation by the Client into the 2020 General and 2021 Primary Elections in the Commonwealth of Pennsylvania.

2. Background.
   2.1. The Client has an urgent and compelling requirement to investigate the conduct of the 2020 General and 2021 Primary Elections to aid in the development of legislation, as necessary.
   2.2. The Client has the lawful authority and charter to conduct these investigations, such being derived from its functional role within the Pennsylvania General Assembly.
3. General Performance Objectives.
   3.1. Provide subject matter expertise regarding election systems and election integrity legislation.
   3.2. Conduct analysis of pertinent election information that is currently available and/or may become available during the term of this Agreement.
   3.3. Conduct professional investigations and analysis as may be directed by the Client through individual Service Purchase Contracts.
   3.4. Deliver professional consultation and advisory services to the Client regarding preliminary research, investigation management, and interpretation of findings.
   3.5. Conduct thorough and complete analysis of information and data discovered during investigation.
   3.6. Provide analysis of election audit reports conducted in other U.S. States.
   3.7. Identify potential additional courses of investigative action.
   3.8. Deliver consultation and advisory services regarding potential further subjects of investigation related to the 2020 General and 2021 Primary Elections, and investigation management needs associated therewith.
   3.9. Any information or evidence collected as a result of investigation shall be collected, maintained, and stored (escrowed) following industry best practices for Chain of Custody pursuant to federal law, including, but not limited to state and federal Rules of Evidence, and state and federal election security laws.
   3.10. Deliver findings in a timely and professional manner. This may include written reports, briefing slides, oral briefings, video conferences, and testimony.

4. Scope.
   4.1. This Agreement is designed to assist the Client in its analysis of information provided as part of the Client’s investigation into the conduct of the 2020 General and 2021 Primary Elections in the Commonwealth of Pennsylvania. Additionally, the purpose of this Agreement is to advise the Client regarding potential legislation associated with that investigation. The intent is to provide the Client with accurate, reliable, and effective consultative and advisory services.
   4.2. The goal of the Agreement is to deliver a highly professional, fact-based, apolitical investigation for the people of the Commonwealth of Pennsylvania.
   4.3. This is an urgent and compelling requirement. The Vendor shall operate accordingly. The Vendor shall execute requirements with appropriate speed, without sacrificing quality and professionalism. The Vendor shall deliver professional, unbiased, and discreet services from all personnel and subcontractors.
   4.4. The investigation effort is not intended to be a media/marketing event for the Vendor and/or the Client, and the Agreement may be terminated for such activity.
   4.5. All investigative activity and analytics shall be conducted in a highly professional manner and shall be fair and unbiased.
4.6. All investigative activity and analytics shall be conducted using current industry best practices, technology, policies and procedures, and using the utmost care and skill, including, but not necessarily limited to, the standards as set forth by the U.S. Election Assistance Commission, the standards set forth in “Forensic Examination of Digital Evidence: A Guide for Law Enforcement” (published by the United States Department of Justice, Office of Justice Programs, Institute of Justice), and “Searching and Seizing Computers and Obtaining Electronic Evidence in Criminal Investigations” (published by the Office of Legal Education Executive Office for United States Attorneys).

4.7. Perform all work under this Agreement using personnel that have the necessary skills, training, experience, knowledge, qualifications, and resources to provide and perform the services in accordance with the Agreement.

4.8. Render such services in a prompt, professional, diligent and workmanlike manner, consistent with industry standards applicable to the performance of the services and using the utmost care and skill.

4.9. This is a unique requirement. The Vendor shall react accordingly, and deliver the most technically advanced solutions, which are appropriate for the job. This shall be overlayed with industry proven procedures and best practices for this manner of investigation.

5. Vendor Responsibility.

5.1. The Vendor shall be solely responsible for conducting and managing all aspects of the work performed pursuant to this Agreement. The Vendor will be responsible for managing the day-to-day activities including but not limited to: hiring, managing, terminating and paying the Subcontractors and Participants. All Subcontractors and Participants must be approved in advance by the Client.

5.1.1. Upon request of the Client, the Vendor must provide the Client with an unredacted copy of any subcontract between the Vendor and the subcontractor.

5.1.2. The existence of any subcontract shall not change the obligations of the Vendor to the Client under this Agreement.

5.1.3. The Vendor shall be free from political associations, and shall not have any existing business relationships with the Commonwealth of Pennsylvania for complete independence and transparency.

5.1.3.1. “Political association” is defined as active support of a political party or candidate by the Vendor, Vendor’s agents, Vendor’s subcontractors and/or Vendor’s employees.

5.1.3.2. “Active support” is defined as soliciting or making contributions to a candidate, candidate’s committee, or a committee of a political party, attending political meetings and rallies, and/or making speeches on behalf of a candidate.

5.1.3.3. “Candidate” shall include any current candidate for office, or any candidate who appeared on either the Primary or General Election ballots in 2020 or 2021 in Pennsylvania.

5.1.4. The Vendor shall not be influenced, in any way that may affect the quality of work and independence of the vendor in performing work under this Agreement,
by any individual or entity, including, but not limited to, state government leaders and legislators, current and former federal government officials and employees, political parties, the press, Pennsylvania voters, and/or any other interested parties.

5.1.5. The Vendor shall be responsible for a detailed audit trail of all costs associated with the investigation, maintaining the documentation, and the delivery and presentation of the reports.

5.1.6. The Vendor shall communicate regarding matters related to the work being performed under this Agreement only with individuals designated by the Client, or as otherwise approved by the Client. The Client shall expeditiously resolve any legislative, judicial, or governmental issues so the investigation can be run in an effective and efficient manner. Both Parties shall rapidly collaborate to resolve other issues impacting the investigation.

5.1.7. The Vendor shall prioritize the hiring and staffing with Subcontractors and Participants who have election work experience when possible.

6.1. The Period of Performance is Six Months from the date of Award, with one additional optional six month period of performance which may be exercised at the discretion of the Client per an Addendum to the Service Purchase Contract.

6.2. Prohibition prior to effective date. No employee or official of the Client has the authority to verbally direct the commencement of any service or delivery of any materials under this Agreement prior to the effective date of the Agreement. The Vendor hereby waives any claim or cause of action for any service performed prior to the effective date of this Agreement.

7. Deliverables.
7.1 Deliverables will be set forth in individual Service Purchase Contracts between the Client and Vendor.

7.2. The Vendor shall, upon request from the Client, orally brief the Client on any deliverable with briefing slides. Additionally, the Vendor shall be prepared to brief in person, via telephone, video teleconference, and shall also be prepared to deliver testimony as directed by the Client.

7.3. All deliverables, to include reports, findings, assessments, and data collected shall be provided to, and become property of the Client.

8.1. Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but aren’t limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders,
natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

8.2. Whenever the Vendor encounters any difficulty that delays or threatens to delay the timely performance of this Agreement (including actual or potential labor disputes), the Vendor shall notify the Client orally within five days and in writing within ten days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall describe fully such cause and its effect on performance, state whether performance under the contract is prevented or delayed and if performance is delayed, state a reasonable estimate of the duration of the delay. The Vendor shall have the burden of proving that such cause delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Client may reasonably request. After receipt of such notification, the Client may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of any delivery schedule is granted, it will be done consistent with the terms of this Agreement.

8.3. In the event of a declared emergency by competent governmental authorities, the Client, by notice to the Vendor, may suspend all or a portion of the Contract.


9.1. High quality investigation, analysis, and reporting is essential to this program.

9.2. The Vendor shall provide a Quality Assurance (QA) Plan within two weeks of contract execution.

9.2.1. The QA Plan shall describe the Vendor's plan to manage quality during technical execution, consultation, and reporting. This plan shall be submitted for review/approval by the Client.


10.1. General. The Vendor agrees to protect the confidentiality of the Client's confidential information. The Client agrees to protect the confidentiality of Vendor's confidential information. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed confidential only when the party claiming confidentiality designates the information as "confidential" in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in any transfer of custody notice). Neither party may assert that information owned by the other party is such party's confidential information. Notwithstanding the foregoing, all information provided by, or collected, processed, or created on behalf of the Client is confidential information unless otherwise indicated in writing.

10.2. All confidential information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Subject to the other provisions of this
Agreement, however, each party shall be permitted to disclose relevant aspects of the other party’s Confidential Information to its officers, agents, subcontractors and personnel, and to the officers, agents, subcontractors and personnel of its related affiliates to the extent such disclosure is reasonably necessary for the performance of its duties under this Agreement and Pennsylvania law; however, such party shall take all reasonable measures to ensure that the confidential information is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel.

10.3. Third Party Information. Vendor understands that its level of access may allow or require it to view or access highly sensitive and confidential Client and third-party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the work, the Vendor must receive and sign off on particular instructions and limitations as may be necessary to protect that information. A sample sign-off is attached as Exhibit “A”.

10.3.1. The Vendor hereby certifies and warrants that, after being informed by the Client of the nature of the data which may be implicated and prior to the deployment of the work to be performed, the Vendor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data’s protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by the Client and signed by at least one signatory authorized to bind the Vendor is valid and is hereby integrated and incorporated by reference into this Agreement.

10.3.2. This section does not require a Client to exhaustively list the laws, regulations or policies to which implicated data is subject; the Client is obligated only to list the nature of the data implicated by the Vendor’s access, to refer the Vendor to any of its own privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.

10.3.3. The requirements of this section are in addition to and not in lieu of other requirements of this Agreement, its Exhibits, Appendices and Attachments, having to do with data privacy and security.

10.3.4. Vendor shall conduct additional background checks, in addition to those otherwise required herein, as may be required by the Client in its sign-off documents. The Vendor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Agreement. The Vendor shall provide information regarding its agents, employees, contractors and subcontractors to the Client upon request.

10.4. Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Agreement and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of confidential
information shall be marked by the party making the copy with any notice appearing in the original. Upon expiration or termination of this Agreement or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party’s possession. A material breach of these requirements may result in termination for default under this Agreement, in addition to other remedies available to the non-breaching party.

10.5. Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:

- Already known to the recipient at the time of disclosure other than through the contractual relationship;
- Independently generated by the recipient and not derived from the information supplied by the disclosing party;
- Known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- Disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- Required to be disclosed by the recipient by law, regulation, court order, or other legal process.

10.6. The Vendor shall use the following process when submitting information to the Client it believes to be confidential and/or proprietary information or trade secrets:

10.6.1. Prepare and submit an unredacted version of the appropriate document;

10.6.2. Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Vendor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and

10.6.3. Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:

10.6.3.1. The attached material contains confidential or proprietary information or trade secrets;

10.6.3.2. The Vendor is submitting the material in both redacted and unredacted format, if possible, in accordance with 65 P.S. §67.707(b); and

10.6.3.3. The Vendor is requesting that the material be considered exempt under 65 P.S. §67.708(b)(11) from public records requests.

10.7. Disclosure of Recipient or Benefit Information Prohibited. The Vendor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefitting from services under the Agreement for any purpose not connected with the Vendor’s responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Client prior to direct disclosure.

10.8. Compliance with Laws. Vendor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that
constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

10.9. Additional provisions. Additional privacy and confidentiality requirements may be specified in the Agreement.

10.10. Restrictions on Use. All data and all intellectual property provided to the Vendor pursuant to this Agreement or collected or generated by the Vendor on behalf of the Client pursuant to this Agreement shall be used only for the work of this Agreement. No data, intellectual property, documentation or developed works may be used, disclosed, or otherwise opened for access by or to the Vendor or any third party unless directly related to and necessary under the Agreement.

11. Data Breaches or Losses.

11.1. The Vendor shall comply with all applicable data protection, data security, data privacy and data breach notifications laws, including but not limited to the Breach of Personal Information Notification Act, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§2301-2329.

11.2. For data and confidential information in the possession, custodv, and control of the Vendor or its employees, agents and/or subcontractors:

11.2.1. The Vendor shall report unauthorized access, use, release, loss, destruction or disclosure of data or confidential information in the possession of the Vendor and/or its subcontractors ("Incident") to the Client within two (2) hours of when the Vendor knows of or reasonably suspects such Incident, and the Vendor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such data or confidential information.

11.2.2. The Vendor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Client. At the Client's request, Vendor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

11.2.3. The Vendor shall be solely responsible for any costs, losses, fines, or damages incurred by the Client due to Incidents that are reasonably determined to have occurred with respect to Personal Information in the possession, custody and control of the Vendor and/or its Subcontractors, and as a result of a breach of Vendor or Subcontractor's tangible or electronic data systems, and shall not apply to third-party breaches that are outside of the reasonable control of Vendor or its Subcontractors. In addition, any citizens impacted by such Incidents will be offered at least 12 months of credit monitoring at the expense of the Vendor.

11.3. As to data and confidential information fully or partially in the possession, custody or control of the Vendor and the Client, the Vendor shall diligently perform all of the duties required in this section in cooperation with the Client, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.
12. Location, Status and Disposition of Information and Materials.

12.1. All information and materials must be stored within the United States.

12.2. The Vendor shall be responsible for maintaining the privacy, security and integrity of information and materials in the Vendor’s or its subcontractors’ possession.

12.3. All information and materials shall be provided to the Client upon request, in a form acceptable to the Client, at no cost.

12.4. All information and materials shall be destroyed by the Vendor at the Client’s request.

12.5. All information and materials shall be held for litigation or public records purposes by the Vendor at the Client’s request, and in accordance with the security, privacy and accessibility requirements of this Agreement.

Terms and Conditions


13.1. This Agreement is a Time and Materials Contract except as otherwise set forth herein.

13.2. A rate structure for any work to be performed at any time by Vendor on behalf of Client is attached hereto as Exhibit B.

13.3. Travel shall be reimbursed at the IRS mileage rate. Travel costs associated with other forms of travel, or related to hotel or other accommodations must be approved in advance by the Client’s designated contract representative.

13.4. Contract pricing will be set for specific tasks as delineated by Service Purchase Agreement.

14. Invoice/Payment

14.1. The Vendor shall submit invoicing according to the designated supplier portal or invoicing system.

14.2. Incremental Invoicing for work performed to date of invoice shall be permitted.

14.3. The Client shall have the right to require the Vendor to prepare and submit a “Work In Progress” sheet that contains, at a minimum, the tasks performed, number of hours, and hourly rate.

14.4. Upon rendering the Services in accordance with the provisions of the Agreement requirements, the Vendor may submit appropriate invoice(s). Accordingly, the Client shall remit the invoice to the Pennsylvania Office of the State Treasurer within thirty (30) days of submission by the Vendor. Client shall remit payment to the Vendor in the amounts requested for services rendered for each invoice as approved upon receipt of checks for same from the Pennsylvania Office of the State Treasurer, in accordance with the terms and conditions of this Agreement.
15. Insurance

15.1. The Vendor shall maintain at its expense and require its agents, contractors and
subcontractors to procure and maintain, as appropriate, the following types and amounts
of insurance, issued by companies acceptable to the Client and authorized to conduct
such business under the laws of the Commonwealth:

15.1.1. Workers’ Compensation insurance for all of the Contractor’s employees
and those of any subcontractor engaged in performing Services in accordance with

15.1.2. Commercial general liability insurance providing coverage from claims
for damages for personal injury, death and property of others, including loss of use
resulting from any property damage which may arise from its operations under this
Contract, whether such operation be by the Contractor, by any agent, contractor or
subcontractor, or by anyone directly or indirectly employed by either. The limits of
such insurance shall be in an amount not less than $500,000 per person and
$2,000,000 per occurrence, personal injury and property damage combined. Such
policies shall be occurrence based rather than claims-made policies and shall name
the Pennsylvania Senate Intergovernmental Operations Committee, the Senate
Republican Caucus, the Senate Democratic Caucus, and the Pennsylvania Senate as
additional insureds, as its interests may appear. The insurance shall not contain any
endorsements, or any other form designed to limit and restrict any action by the
additional insureds against the insurance coverages in regard to the work performed
for or materials provided to the Client under this Agreement.

15.1.3. Professional and Technology-Based Services Liability Insurance (insuring
against damages and claim expenses as a result of claims arising from any actual or
alleged wrongful acts in performing cyber and technology activities) in the amount
of $2,000,000, per accident/occurrence/annual aggregate.

15.1.4. Professional Liability/Errors and Omissions Insurance in the amount of
$2,000,000, per accident/occurrence/annual aggregate, covering the Vendor, its
employees, agents, contractors, and subcontractors in the performance of all
services.

15.1.5. Network/Cyber Liability Insurance (including coverage for Professional
and Technology-Based Services Liability if not covered under Company’s
Professional Liability/Errors and Omissions Insurance referenced above) in the
amount of $3,000,000, per accident/occurrence/annual aggregate, covering the
Vendor, its employees, agents, contractors, and subcontractors in the performance
of all services.

15.1.6. Completed Operations Insurance in the amount of $2,000,000, per
accident/occurrence/annual aggregate, covering the Vendor, its employees, agents,
contractors, and subcontractors in the performance of all services.
15.1.7. Comprehensive crime insurance in an amount of not less than $5,000,000 per claim.

15.2 Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Vendor shall provide the Client with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least 15 days' prior written notice has been given to the Client. Such cancellation or change shall not relieve the Vendor of its continuing obligation to maintain insurance coverage in accordance with this section.

15.3 Insurance coverage length. The Vendor agrees to maintain such insurance for the life of the Agreement.

15.3.1 For the purpose of these provisions, the term Vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, Supplies, Services, leased space, construction or other activity, under a contract, grant, lease, Purchase Order or reimbursement agreement with the Client. The term Vendor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Client.

15.3.2 The Vendor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Client, that as of the date of its execution of this Agreement, that neither the Vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit, along with this Agreement, a written explanation of why such certification cannot be made.

15.3.3 The Vendor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

15.3.4 The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the Client if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Vendor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

15.3.5. The failure of the Vendor to notify the Client of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Agreement with the Vendor.
16. Hold Harmless. The Vendor shall hold the Client, its members, and the Senate of Pennsylvania (the "Indemnified Parties"), harmless from and indemnify them against any and all claims, demands and actions based upon or arising out of any activities performed by the Vendor and its employees and agents under this Agreement and its employees and agents under this Agreement and shall, at the request of the Client, defend any and all actions brought against the Indemnified Parties based upon any such claims or demands.

17. Sovereign Immunity. No provision of this Agreement may be construed to waive or limit the sovereign and other immunities of the Indemnified Parties.

   18.1. The Vendor shall hold the Indemnified Parties harmless from any suit or proceeding which may be brought by a third party against the Indemnified Parties for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by the Vendor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Client agrees to give the Vendor prompt notice of any such claim of which it learns.

   18.2. The Vendor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Vendor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Agreement do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Vendor also agrees to certify that work produced for the Client under this Agreement shall be free and clear from all claims of any nature.

   18.3. If the defense of the suit is delegated to the Vendor, the Vendor shall pay all damages and costs awarded therein against the Client. If information and assistance are furnished by the Client at the Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization.

   18.4. If, in the Vendor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a misappropriation of trade secret, then without diminishing the Vendor's obligation to satisfy any final award, the Vendor may, at its option and expense:

   18.4.1. Substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or

   18.4.2. Obtain the rights for the Client to continue the use of such products, materials, reports, studies, or computer programs.
18.5. If any of the products, materials, reports, studies, or computer programs provided by the Vendor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Vendor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.

18.6. If the Vendor is unable to do any of the preceding, the Vendor, agrees to pay the Client:

18.6.1. Any amounts paid by the Client less a reasonable amount based on the acceptance and use of the deliverable;
18.6.2. Any license fee less an amount for the period of usage of any software; and
18.6.3. The prorated portion of any service fees representing the time remaining in any period of service for which payment was made.

18.7. Notwithstanding the above, the Vendor shall have no obligation for:

18.7.1. Modification of any product, service, or deliverable provided by the Client;
18.7.2. Any material provided by the Client to the Vendor and incorporated into, or used to prepare, a product, service, or deliverable;
18.7.3. Use of the product, service, or deliverable in other than its specified operating environment;
18.7.4. The combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Vendor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Vendor did not provide;
18.7.5. Infringement of a non-Vendor product alone;
18.7.6. The Client’s distribution, marketing or use beyond the scope contemplated by the Agreement; or
18.7.7. The Client’s failure to use corrections or enhancements made available to the Client by the Vendor at no charge.

18.8. The obligation to indemnify the Client, under the terms of this section, shall be the Vendor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.

19. Independent Contractor.

19.1. In performing its obligations under this Agreement, the Vendor will act as an independent contractor and not as an employee or agent of the Client.

19.2. The Vendor will be responsible for all services and materials provided under this Agreement, whether or not the Vendor provides them directly. Furthermore, the Vendor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Agreement.

20.1. Vendor may be required to register with the Pennsylvania Department of General Services website and its Supplier Access Portal.

20.2. The Vendor’s Program Manager shall provide a Program Kick-Off Meeting Briefing to the Client within five days of contract execution date. This meeting will take a form, and occur in a location, TBD.

20.3. The Vendor’s Program Manager will coordinate with the Client’s designated representative to provide deliverables, and to manage relevant event timings.

20.4. The Vendor’s Program Manager shall provide periodic Program Updates to the Client’s designated representative. This update will take a form, and occur in a location, TBD.


21.1. The Client is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required, and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Client is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

22. Non-Disclosure and Operational Security

22.1. A Non-Disclosure Agreement ("NDA") shall be implemented for this Agreement. This NDA shall define the confidentiality of the work, prohibit any disclosure of the work or results during and after the audit, and the penalties if the NDA is violated.

22.2. The NDA template approved for this Agreement is attached as "Exhibit C".

22.3. There will immediate termination of any individual that violates the NDA and shall endure the penalties contained in the NDA.

22.4. All Vendor provided participants will be governed by a strict Non-Disclosure Agreement. All participants, except for the Client, shall be free from political associations, as defined above in Section 5.1.3.

22.5. The Client shall follow internal procedures to ensure investigation non-disclosure rules are set in place, with clear instructions and penalties.

22.6. The Vendor and all subcontracted organizations shall confirm in writing that employees, second tier subcontractors, and 1099 personnel utilized on this contract are signatories to this Agreement’s NDA, are of good character and the NDA violation penalties flow down to them.
22.7. All direct hires and 1099 personnel utilized on this contract shall have background checks conducted prior to commencing work under this Agreement. Background checks will include, but will not necessarily be limited to: Pennsylvania State Police Criminal Background Check and Federal Criminal History Check. Felony convictions, and/or conviction of any offense which involves some element of deceitfulness, untruthfulness or falsification, shall be disqualifying.

22.7.1. Before the Client will permit a particular individual to work on any matter under this Agreement, the Vendor must provide written confirmation that the background checks have been conducted.

22.7.2. If, at any time, it is discovered that an employee of the Vendor, an employee of any subcontractor, or any 1099 personnel has a criminal record that includes a felony or misdemeanor involving terrorist behavior, violence, use of a lethal weapon, or breach of trust or fiduciary responsibility or which raises concerns about building, system, information, or personnel security, or is otherwise job-related, the Vendor shall not assign that employee or 1099 personnel to any Client work, shall remove any access privileges already given to the individual, and shall not permit that individual remote access to the Client or the Client’s information unless the Client consents, in writing, prior to the access. The Client may withhold its consent in its sole discretion.

22.7.3. Failure of the Vendor to comply with the terms of this section on more than one occasion or Vendor’s failure to cure any single failure to the satisfaction of the Client may result in the Vendor being deemed in default of this Agreement.

23. Press Interaction.

23.1. If requested, the Vendor’s Investigation Program Manager shall release a prepared Press Release prior to announcement/report release/significant event. The Vendor shall coordinate with the Client’s Communication Director and/or designated representative prior to such events.

23.2. In no event shall the Vendor issue press releases or conduct press conferences without the direct involvement and approval of the Client, more specifically the input of the Client’s lawyers, to protect the integrity of the Investigation.

24. Officials not to Benefit.

24.1. The Pennsylvania Ethics Act, 65 Pa. C.S. Chapter 11, prohibits the use of the authority of public office or employment, or any confidential information received through the public office or employment, for the private financial benefit of the public official or employee, a member of their immediate family, or a business with which the official, employee or a member of their immediate family is associated. This contract is executed in furtherance of Senate duties.

24.2. No official or employee of the Client, or of the Senate of Pennsylvania who exercises any functions or responsibilities under this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly,
interested, nor shall any such official or employee of the Client, or of the Senate of Pennsylvania, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

25. Assignability.
   25.1. This contract is binding upon the parties and their respective successors and assigns.
   25.2. The Vendor may not assign, in whole or in part, the Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Client, which consent may be withheld at the sole and absolute discretion of the Client.
   25.3. For the purposes of this Agreement, the term “assign” shall include, but not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Vendor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
   25.4. Any assignment consented to by the Client shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.
   25.5. Notwithstanding the foregoing, the Vendor may, without the consent of the Client, assign its rights to payment to be received under the Agreement, provided that the Vendor provides written notice of such assignment to the Client together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Agreement.
   25.6. A change of name by the Vendor, following which the Vendor’s federal identification number remains unchanged, is not considered to be an assignment. The Vendor shall give the Client written notice of any such change of name.

   26.1. The Client may, in addition to any other rights it may have under this Agreement, declare the Vendor in default by written notice thereof to the Vendor, and terminate the whole or any part of this Agreement for any of the following reasons:
   26.1.1. Failure to begin services within the time specified in the Agreement or as otherwise specified;
   26.1.2. Failure to perform the services with sufficient labor, equipment or material to ensure the completion of the specified services in accordance with the Agreement terms;
   26.1.3. Unsatisfactory performance of the services;
   26.1.4. Failure to meet requirements within the time period(s) specified in the Agreement;
   26.1.5. Failure to provide a service that conforms with the specifications referenced in the Agreement;
   26.1.6. Discontinuance of the services without approval;
26.1.7. Failure to resume a service, which has been discontinued, within a reasonable time after notice to do so;
26.1.8. Insolvency or bankruptcy;
26.1.9. Assignment made for the benefit of creditors;
26.1.10. Failure or refusal, within 10 days after written notice by the Client, to make payment or to show cause why payment should not be made, of any amounts due subcontractors;
26.1.11. Failure to protect, repair or make good any damage or injury to property;
26.1.12. Breach of any provision of this Agreement;
26.1.13. Any breach by the Vendor of any Confidentiality or Non-Disclosure procedures of this Agreement; or
26.1.14. Failure to comply with applicable industry standards, customs and practices.

27. Termination.
27.1. For Convenience.
27.1.1. The Client may terminate this Agreement in whole or in part without cause by giving the Vendor 30 days’ prior written notice whenever the Client shall determine that such termination is in the best interest of the Client. Any such termination shall be effected by delivery to the Vendor of a Notice of Termination specifying the extent to which performance under this Agreement is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination under this paragraph, Vendor shall receive payment for all services performed consistent with the terms of the Agreement prior to the effective date of termination and as directed by the Client. In no event shall the Vendor be paid for any loss of anticipated profit (by the Vendor or any subcontractor), loss or use of money, or administrative or overhead costs.

27.1.2. The Vendor shall cease services as of the date set forth in the Notice of Termination, and shall be paid only for such services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for any such services performed during the 30-day notice period, if such services are requested by the Client, for the collection, assembling, and transmitting to the Client of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, or other items which were obtained, prepared, or developed as part of the services required under this Agreement.

27.2. Non-Appropriation. Any payment obligation or portion thereof of the Client created by this Agreement is conditioned upon the availability and appropriation of funds. When state funds are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the
Client shall have the right to terminate this Agreement in whole or in part. The Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

27.3. Default. The Client may, in addition to its other rights under this Agreement, terminate this Agreement in whole or in part by providing written notice of default to the Vendor if the Vendor materially fails to perform its obligations under the Agreement and does not cure such failure within 30 days, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within a specified period or such longer period as the Client may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Client shall provide any notice of default or written cure notice for Agreement terminations.

27.3.1. In the event the Client terminates this Agreement in whole or in part as provided in this paragraph, the Client may procure services similar to those so terminated, and the Vendor, in addition to liability for any liquidated damages, shall be liable to the Client for the difference between the Agreement price for the terminated portion of the services and the actual and reasonable costs (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Vendor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

27.3.2. Except with regard to defaults of subcontractors, the Vendor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control of the Vendor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Vendor shall notify the Client promptly in writing of its inability to perform because of a cause beyond the control of the Vendor.

27.3.3. Nothing in this paragraph shall abridge the Client's right to seek to suspend, debar or take other administrative action against the Vendor.

27.3.4. If it is later determined that the Client erred in terminating the Agreement for default, then the Agreement shall be deemed to have been terminated for convenience hereunder.

27.3.5. If this Agreement is terminated as provided for in this paragraph, the Client may, in addition to any other rights provided in this paragraph, and subject to Pennsylvania law and to other applicable provisions of this Agreement, require the Vendor to deliver to the Client in the manner and to the extent directed by the Client, such materials as the Vendor has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated.
27.4. The rights and remedies of the Client provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27.5. The Client's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Client of its rights and remedies in regard to the event of default or any succeeding event of default.

28. Severability.

28.1. Should one or more provisions of this Agreement be deemed invalid, unlawful or unenforceable, the remaining provisions shall not in any way be affected and shall continue to be valid, lawful and enforceable.

29. Legal Counsel, Jurisdiction and Compliance with Laws.

29.1. Both Parties have the right to obtain legal advice for any or all questions or concerns related to the interpretation, validity or enforceability of this Agreement.

29.2. This Agreement, or litigations or legal proceedings that may result from claims, controversies and conflicts on or a violation of its terms and conditions, shall be governed by and subject to the sole jurisdiction of the laws and competent courts of Pennsylvania.

29.3. The parties agree that the Commonwealth Court of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have original and exclusive jurisdiction over disputes under this Contract and the resolution thereof, except as may otherwise be provided herein.

29.4. The Vendor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal court in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Vendor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

29.5. The Vendor shall comply with all federal, state and local laws, regulations and policies applicable to its work under this Agreement, including, but not limited to, all statutes, regulations and rules that are in effect as of the effective date of the Agreement and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

29.6. If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the work to be performed under this Agreement, the parties shall modify this Agreement, in accordance with the terms hereof, to the extent reasonably necessary to:

29.6.1. Ensure such work will be in full compliance with such laws, regulations and policies; and

29.6.2. Modify the rates applicable to such work.
30. Right to Know Law.

30.1. The Pennsylvania Right to Know Law, 65 P.S. §§67.101, et seq. ("RTKL"), applies to this Agreement.

30.2. The RTKL requires the Client to disclose the details of any contract in excess of $5,000 along with a copy of the contract to the Pennsylvania Treasury for posting on an internet web page available to the general public. The act allows for redaction of information considered to be privileged or proprietary. The Vendor agrees to notify the Client, no later than the execution date of this contract, of any information the Vendor considers to be privileged or proprietary and subject to redaction. Such notice shall be in writing and sent to the Senate Open Records Officer at Room 104, North Office Building, Harrisburg, PA 17120-3052, with a copy to the Issuing Member or Officer at the address contained herein. Such notice shall include a detailed listing of the information to be redacted and the reason(s) for the redaction.

30.3. If the Client needs the Vendor’s assistance in any matter arising out of the RTKL that is related to this Agreement, it shall notify the Vendor using the legal contact information provided in this Agreement. The Vendor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Client.

30.4. Upon written notice from the Client that it requires the Vendor’s assistance in responding to a request under the RTKL for information related to this Agreement may be in the Vendor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Vendor shall:

30.4.1. Provide the Client, within 10 days after receipt of written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the Client reasonably believes is Requested Information and may be a public record under the RTKL; and

30.4.2. Provide such other assistance as the Client may reasonably request, in order to comply with the RTKL with respect to this Agreement.

30.5. If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the Client and provide, within 7 days of receiving the written notification a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.

30.6. The Client will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the Client determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Client determine that the Requested Information is clearly not exempt from disclosure, the Vendor shall provide the Requested Information within 5 business days of receipt of written notification of the Client’s determination.

30.7. If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the Client harmless from any damages, penalties, costs, detriment or harm that the Client may incur as a
result of the Vendor's failure, including any statutory damages assessed against the Client.

30.8. The Vendor may file a legal challenge to any Client decision to release a record to the public with the Senate RTK Appeals Officer, or in the Pennsylvania Courts; however the Vendor shall indemnify the Client from any legal expenses incurred by the Client as a result of such a challenge and shall hold the Client harmless for any damages, penalties, costs, detriment or harm that the Client may incur as a result of the Vendor's failure, including any statutory damages assessed against the Client, regardless of the outcome of any such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the Client's disclosure of Requested Information pursuant to the RTKL.

30.9. The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Vendor has Requested Information in its possession.

31. Contract Integration.

31.1. This Agreement constitutes the final, complete, and exclusive Agreement between the parties, containing all the terms and conditions agreed to by the parties.

31.2. All representations, understandings, promises, and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement.

31.3. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

31.4. No contract terms or conditions are applicable to this Agreement except as they are expressly set forth herein.

31.5. The Vendor may not require the Client, or any other individual employed by or associated with the Client to sign, click through, or in any way agree to any terms associated with the use of or interaction with the services being provided hereunder unless the Client has agreed to the terms in writing in advance under this Agreement, and the terms are consistent with this Agreement. Further, changes to terms may be accomplished only by processes set out in this Agreement; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Agreement merely by submission to the Client or their ordinary use in meeting the requirements of this Agreement. Any terms imposed upon the Client or any employee or official of the Client in contravention of this provision must be removed at the direction of the Client and shall not be enforced or enforceable against the Client or the employee or official.

32. Amendments and Modifications.

32.1. This Agreement, or a part thereof, shall not be modified, amended, revised or deleted without prior written consent from the other party. Unless both Parties have
mutually consented, such modification, amendment, revision or rescindment will not be considered enforceable.

33. Survival. Paragraphs 3, 9, 10, 11, 12, 15, 16, 17, 18, 22, 23, 24, 28, 29 and 30, and any right or obligation of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

34. Notice. Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the following individuals:

On behalf of the Client:

Crystal H. Clark  
General Counsel  
Senate Republican Caucus  
350 Main Capital  
Harrisburg, PA 17120  
(717) 787-6259  
(717) 772-3146 (fax)  
cclark@pasen.gov

On behalf of the Vendor:

Steven R. Lahr  
President  
Envoy Sage, LLC  
4409 Crews Ct  
Port Charlotte, FL 33952  
(202) 379-3045  
(202) 280-2717 (fax)  
s.lahr@envoysage.com

(Signatures On The Following Page)
IN WITNESS WHEREOF, the Parties hereto have expressly agreed to the terms and conditions of this Agreement by affixing their signatures below. Client and Vendor have duly enforced this Agreement as of the date first above written.

FOR CLIENT:

[Signature]
Kim Ward
Majority Leader
Pennsylvania Senate Republican Caucus
Commonwealth of Pennsylvania

FOR VENDOR:

[Signature]
Steven R. Lahr
President
Envoy Sage, LLC

Exhibit A –
Sample Sign-Off Document

Exhibit B –
Rate Schedule

Exhibit C –
NDA Template
EXHIBIT A
Sign-Off Document No. ____, under the Professional Services Agreement Between
the Pennsylvania Senate Republican Caucus and Envoy Sage LLC

This document becomes, upon its execution by the signatories named below, a legally valid,
binding part of the Professional Services Agreement between the Pennsylvania Senate Republican
Caucus (Client) and Envoy Sage LLC (Vendor), and is subject to the terms of that Agreement.

1. Scope of Deployment:

2. Nature of Data implicated or potentially implicated:

3. Client Policies to which Vendor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

Client Contact Person

Signature ________________________________
Date: ________________________________

Vendor Authorized Signatory

Signature ________________________________
Date: ________________________________
### Exhibit B

**Rate Structure**

<table>
<thead>
<tr>
<th>ID #</th>
<th>Labor Category</th>
<th>Hr Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inv-1</td>
<td>Investigator Lvl 1</td>
<td></td>
</tr>
<tr>
<td>Inv-2</td>
<td>Investigator Lvl 2</td>
<td></td>
</tr>
<tr>
<td>Inv-3</td>
<td>Investigator Lvl 3</td>
<td></td>
</tr>
<tr>
<td>Res-1</td>
<td>Researcher Lvl 1</td>
<td></td>
</tr>
<tr>
<td>Res-2</td>
<td>Researcher Lvl 2</td>
<td></td>
</tr>
<tr>
<td>AI - SME</td>
<td>AI SME</td>
<td></td>
</tr>
<tr>
<td>IT - SME</td>
<td>IT Network SME</td>
<td></td>
</tr>
<tr>
<td>CM - SME</td>
<td>Communication &amp; Media SME</td>
<td></td>
</tr>
<tr>
<td>VS - SME</td>
<td>Voting Systems SME</td>
<td></td>
</tr>
<tr>
<td>Dat-A</td>
<td>Data Analyst</td>
<td></td>
</tr>
<tr>
<td>Im-A</td>
<td>Imagery Analyst</td>
<td></td>
</tr>
<tr>
<td>Pap-A</td>
<td>Paper/Document Analyst</td>
<td></td>
</tr>
<tr>
<td>Ink-A</td>
<td>Toner &amp; Ink Analyst</td>
<td></td>
</tr>
<tr>
<td>Fin-A</td>
<td>Financial Analyst</td>
<td></td>
</tr>
<tr>
<td>Cnt-A</td>
<td>Contract Analyst</td>
<td></td>
</tr>
<tr>
<td>Ev-C</td>
<td>Evidence Custodian</td>
<td></td>
</tr>
<tr>
<td>DS - SME</td>
<td>Data Security SME</td>
<td></td>
</tr>
<tr>
<td>Cns-1</td>
<td>Consultant Lvl 1</td>
<td></td>
</tr>
<tr>
<td>Cns-2</td>
<td>Consultant Lvl 2</td>
<td></td>
</tr>
<tr>
<td>Cns-3</td>
<td>Consultant Lvl 3</td>
<td></td>
</tr>
<tr>
<td>Law-1</td>
<td>Legal Consultant Lvl 1</td>
<td></td>
</tr>
<tr>
<td>Law-2</td>
<td>Legal Consultant Lvl 2</td>
<td></td>
</tr>
<tr>
<td>Law-3</td>
<td>Legal Consultant Lvl 3</td>
<td></td>
</tr>
<tr>
<td>Cy-1</td>
<td>Cyber Forensics SME Lvl 1</td>
<td></td>
</tr>
<tr>
<td>Cy-2</td>
<td>Cyber Forensics SME Lvl 2</td>
<td></td>
</tr>
<tr>
<td>Cy-3</td>
<td>Cyber Forensics SME Lvl 3</td>
<td></td>
</tr>
</tbody>
</table>

Redaction code: 65 P.S. 67§708(b)(11) - A record that constitutes or reveals a trade secret or confidential proprietary information. As asserted by the Vendor per Section 30.
EXHIBIT C

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is effective as of ________________ by and between ENVOY SAGE, LLC (the "Company") and _________________, (the "Receiving Party").

The Company has been retained by the Pennsylvania Senate Republican Caucus (the "Caucus") in connection with an investigation into the 2020 General and 2021 Primary Elections, pursuant to a Professional Services Agreement (the "Agreement") dated _______. A true and correct copy of the Agreement can be accessed at (hyperlink), and is incorporated herein by reference as if fully set forth at length.

The Company is prepared to make available to the Receiving Party certain information, including without limitation non-public, confidential, or proprietary information, in connection with Receiving Party's assistance with the work of the Company on behalf of the Caucus under the Agreement (the "Purpose"). In consideration of the mutual promises and covenants contained in this NDA, the disclosure of Subject Information (as defined in Paragraph 2 below) to the Receiving Party, any payments made or potentially to be made by the parties, and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Purpose.** The parties desire that the Company will make certain Subject Information available to the Receiving Party, and/or the Receiving Party will independently obtain certain Subject Information, for use in connection with a potential or actual business relationship elsewhere defined, and that the Receiving Party will protect such Subject Information.

2. **Subject Information.** For purposes of this NDA, "Subject Information" means any information disclosed by the Company to the Receiving Party, directly or indirectly, in computer files or writing, orally or by drawings, observations or otherwise, in connection with the Company's work on behalf of the Caucus. It includes, but is not necessarily limited to, information otherwise defined and referenced in Paragraph 10 of the Agreement. It further means any and all information independently obtained by the Receiving Party in connection with services being provided by the Receiving Party in any potential or actual business relationship elsewhere defined between the Company and the Receiving Party for the Caucus. Additionally, "Subject Information" includes any information disclosed by the Company to the Receiving Party, directly or indirectly, in computer files or writing, orally or by drawings, observations or otherwise, that is clearly marked "proprietary," "confidential" or the like, or that is not so marked but is described as proprietary or confidential by the Disclosing Party at the time of disclosure and is verified as such within 30 calendar days in a writing transmitted to the Receiving Party.

3. **Subject Materials.** "Subject Materials" means all tangible materials containing Subject Information, including without limitation written or printed documents, computer disks or tapes, photographs, videos, database information/data, log files, scanned/copied documents, scanned/copied files, scanned/copied artifacts, video or audio recordings, analysis of information and artifacts, investigation findings and conclusions and all subsequent reports, whether machine or user readable.

4. **Ownership.** Unless otherwise agreed in writing, all Subject Information, and all materials (including all documents, drawings, models, apparatus, designs, lists, disks, diskettes, computer memory or storage or other media) furnished to the Receiving Party from whatever source, will remain the property of the Caucus. The Company will not furnish to Receiving Party any Subject Information that the Company does not have the right to furnish. By disclosing information to Recipient, Company does not grant any express or implied right under its patents, copyrights, trademarks, or trade secret information.

5. **Use and Handling of Subject Information.**
   (a) The Receiving Party agrees not to disclose, distribute, disseminate, or otherwise communicate to any third
party any Subject Information, and agrees to use any Subject Information only for the Purpose. All Subject Information will be treated by the Receiving Party with at least the same degree of care as the Receiving Party uses to protect its own confidential information (and in any event at least a reasonable degree of care). The Receiving Party will disclose such Subject Information only to its employees, consultants, representatives, agents or other affiliated entities (collectively, the "Representatives") who are actively and directly involved in the Purpose, have a need to know, and who have either agreed in writing to be bound by the terms of this NDA, and the terms of the Agreement relating to confidentiality, non-disclosure, privacy, press contacts, etc., or have received such Subject Information pursuant to the terms of non-disclosure agreements signed by such Representatives that are at least as comprehensive and restrictive as the provisions contained in this NDA or are otherwise satisfactory to the Company and Caucus.

(b) The Receiving Party will at all times be responsible for the actions of any Representative that are inconsistent with the terms of this NDA, including former Representatives who no longer have any employment, consulting or other relationship with the Receiving Party or any affiliated entity. The Receiving Party agrees, at its sole expense, to take all reasonable measures, including court proceedings, to restrain the Representatives (including former Representatives) from unauthorized use or disclosure of Subject Information.

(c) The Receiving Party will not rent, sublicense, lease, transfer or assign any rights in the Subject Information in any form to any other person, and will not modify, translate, reverse engineer, decompile, disassemble, create derivative work space upon or copy any software or accompanying documentation that is part of the Subject Information. The Receiving Party will not make any copies of Subject Information except as necessary for the Purpose, and any copies that are made will be identified and included as Subject Information the same as the original.

(d) Nothing in this NDA shall be deemed to restrict or limit the Company from any use or disclosure of the Subject Information (or information contained therein or derived therefrom), except as provided in the Agreement.

6. **Additional Non-Disclosure Obligations.** The obligation of the Receiving Party to maintain the confidentiality of any Subject Information WILL EXTEND TO, AND INCLUDE any specific portion of the Subject Information that may exist or emerge (a) in the public domain through no action of the Receiving Party or its Representatives, (b) rightfully received from a third party that has the right to furnish it to the Receiving Party without any restriction on use or disclosure, (c) rightfully known to the Receiving Party without any restriction on use or disclosure prior to its receipt from the Company, (d) generally made available to third parties by unknown or unauthorized disclosing parties, or (e) furnished by members of the media with or without confidential sourcing. The Receiving Party has an obligation to avoid information leakage and to help prevent the furtherance of commentary on Subject Information, regardless of how the Receiving Party may have gained access to specific portions of Subject Information.

7. **Requests for Disclosure.** In the event that the Receiving Party or any of its Representatives receives a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any part of the Subject Information, the Receiving Party agrees (a) to notify immediately the Company and Caucus of the existence and circumstances surrounding such request or requirement, (b) to consult with the Company and Caucus on the advisability of taking legally available steps to resist or narrow such request or requirement, and (c) to assist the Company and Caucus at the Company’s expense in seeking a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained or the Company and Caucus waives compliance with such requirements in writing, the Receiving Party may disclose to any tribunal only that portion of the Subject Information that the Receiving Party has been advised by written opinion of counsel is legally required to be disclosed, and the Receiving Party will not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by the Receiving Party or its Representatives not permitted by this NDA.

8. **Term and Termination.** This NDA shall be effective as of the Effective Date first written above, and shall continue for a period of three (3) years unless it is terminated at a sooner date. It may be terminated immediately with respect to further disclosures upon notice by the Company and Caucus. The Company and/or Caucus may terminate the use of its Subject Information by the Receiving Party at any time upon written notice without any liability under this NDA for such termination.

9. **Return of Materials.** Upon the request of the Company or Caucus, or at such time as the Receiving Party no longer needs the Subject Information for the Purpose (whichever occurs first), the Receiving Party and its Representatives (a) will promptly cease using all Subject Information, (b) will promptly deliver to the Company (or,
at election of the Company, destroy) all Subject Information, (c) will destroy any other materials (including memoranda, notes and other writings or data, whether tangible or stored in any computer memory or storage medium) containing or reflecting any of the Subject Information (regardless of who prepared such material), and (d) will not retain any copies, extracts or other reproductions (whether tangible or stored in any computer memory or storage medium) of such materials. Compliance with this paragraph will be certified in writing to the Company by an authorized officer of the Receiving Party supervising the return and/or destruction of such materials.

10. **No Joint Venture, License, Etc.** This NDA is not intended to and will not be construed as creating a joint venture, partnership or other form of business association between the parties, and, except for the use of Subject Information for the Limited Purpose set forth in this NDA, No rights or licenses to any patents, trademarks, copyrights, mask works, trade secrets or other intellectual property rights of the Receiving Party are granted or implied under this NDA.

11. **Warranties.** Each Party represents and warrants that it possesses all necessary powers, rights, and authority to lawfully make the disclosures, representations, and warranties provided for in this NDA.

12. **Miscellaneous.**

(a) **Injunctive Relief:** The Receiving Party acknowledges and agrees that any Subject Information that it receives is proprietary to, and a valuable trade secret of, the Company and/or Caucus, and that any unauthorized use or disclosure in breach of this NDA will result in irreparable and continuing harm and loss to the Company and/or Caucus. Accordingly, the Receiving Party consents to the issuance of any injunctive relief or the enforcement of other equitable remedies against it (without bond or other security) to compel performance of any of the terms of this NDA.

(b) **Other Relief:** The Receiving Party acknowledges that the Caucus may choose to pursue other remedies and relief if there is unauthorized use or disclosure in breach of this NDA. Such remedy and relief may derive from special authority and powers afforded to the Caucus, and is not limited to civil penalties, but includes public options available to the Legislative Branch of Pennsylvania.

(c) **Entire Agreement:** This NDA states the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect to such subject matter. This NDA will be governed by the laws of the Commonwealth of Pennsylvania, notwithstanding any conflicts of laws principles, and the parties consent to the jurisdiction of the state courts of Pennsylvania and the federal courts of the Middle District of Pennsylvania.

(d) **Successors and Assigns:** The Receiving Party may not assign any of its rights or obligations under this NDA without the prior written consent of the Company. This NDA will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(e) **Headings, Pronouns & Construction.** The headings in this NDA are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this NDA or any provision hereof. All pronouns and only variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require. Whenever the singular number is used in this NDA and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

(f) **Amendments and Waivers:** This NDA may not be amended except in writing signed by both parties. Any waiver under this NDA must be in writing, and no failure or delay in exercising any right, power or privilege will operate as such a waiver.

(g) **Litigation:** In the event of litigation between the parties alleging any breach of this NDA, the prevailing party in such litigation shall be entitled to recover its reasonable attorneys’ fees and other reasonable litigation expenses. The “prevailing party” within the meaning of this paragraph includes without limitation a party who agrees to dismiss an action or proceeding upon the other’s payment of the sums allegedly due or upon the other’s performance of the obligation allegedly breached or who obtains substantially the relief it seeks. The parties agree that any such litigation will be brought in a court of competent jurisdiction located in the Commonwealth of Pennsylvania.
(h) Severability. If any of the provisions of this NDA are found to be unenforceable, the remainder shall remain in full force and effect, and the unenforceable provision(s) shall be deemed modified or stricken to the extent required to permit enforcement of the remainder of the NDA.

(i) Remedies Are Cumulative. All remedies, whether under this NDA, provided by law or otherwise, will be cumulative and not alternative.

Company

By: ____________________________

Its: ____________________________

Other Party:

______________________________

By: ____________________________

Its: ____________________________
<table>
<thead>
<tr>
<th>CLIN</th>
<th>Requirements</th>
<th>Est #</th>
<th>Unit of Measure</th>
<th>Labor Category</th>
<th>Hrs</th>
<th>Labor Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.a</td>
<td>Conduct Analysis of Communications...</td>
<td>120</td>
<td>Res-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td>120</td>
<td>$1,056</td>
<td>$12,672</td>
</tr>
<tr>
<td></td>
<td>1.a.i Produce Summary</td>
<td></td>
<td>Inv-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$4,224</td>
<td>$50,688</td>
</tr>
<tr>
<td></td>
<td>1.a.ii Produce Recommendations</td>
<td></td>
<td>Cns-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$14,720</td>
<td>$176,640</td>
</tr>
<tr>
<td></td>
<td>1.a.iii Produce Briefings</td>
<td></td>
<td>CM-SME</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$880</td>
<td>$10,560</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,880</td>
</tr>
<tr>
<td>1.b</td>
<td>Conduct Analysis of Voter Lists (May 21)...</td>
<td>56</td>
<td>Dat-A</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td>56</td>
<td>$1,680</td>
<td>$9,072</td>
</tr>
<tr>
<td></td>
<td>1.b.i Produce Summary</td>
<td></td>
<td>Cns-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$3,168</td>
<td>$18,576</td>
</tr>
<tr>
<td></td>
<td>1.b.ii Produce Recommendations</td>
<td></td>
<td>Cns-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$3,680</td>
<td>$21,480</td>
</tr>
<tr>
<td></td>
<td>1.b.iii Produce Briefings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,528</td>
</tr>
<tr>
<td>1.c</td>
<td>Conduct Analysis of Voter Lists (Nov 20)...</td>
<td>56</td>
<td>Dat-A</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td>56</td>
<td>$1,680</td>
<td>$9,072</td>
</tr>
<tr>
<td></td>
<td>1.c.i Produce Summary</td>
<td></td>
<td>Cns-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$3,168</td>
<td>$18,576</td>
</tr>
<tr>
<td></td>
<td>1.c.ii Produce Recommendations</td>
<td></td>
<td>Cns-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$3,680</td>
<td>$21,480</td>
</tr>
<tr>
<td></td>
<td>1.c.iii Produce Briefings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,528</td>
</tr>
<tr>
<td>1.d</td>
<td>Conduct Analysis of Voter Lists (May 20-May 21)...</td>
<td>152</td>
<td>Dat-A</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td>152</td>
<td>$5,040</td>
<td>$75,664</td>
</tr>
<tr>
<td></td>
<td>1.d.i Produce Summary</td>
<td></td>
<td>Cns-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$4,224</td>
<td>$63,312</td>
</tr>
<tr>
<td></td>
<td>1.d.ii Produce Recommendations</td>
<td></td>
<td>Cns-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$16,560</td>
<td>$248,480</td>
</tr>
<tr>
<td></td>
<td>1.d.iii Produce Briefings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$25,824</td>
</tr>
<tr>
<td>1.e</td>
<td>Conduct Analysis of Reports, Audits, Reviews of SURE Sys</td>
<td>200</td>
<td>Res-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td>200</td>
<td>$1,584</td>
<td>$31,680</td>
</tr>
<tr>
<td></td>
<td>1.e.i Produce Summary</td>
<td></td>
<td>Res-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$1,840</td>
<td>$36,800</td>
</tr>
<tr>
<td></td>
<td>1.e.ii Produce Recommendations</td>
<td></td>
<td>Inv-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$3,168</td>
<td>$63,312</td>
</tr>
<tr>
<td></td>
<td>1.e.iii Produce Briefings</td>
<td></td>
<td>Cns-1</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$10,560</td>
<td>$211,200</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cns-2</td>
<td>65 P.S. § 67.708(b)(11)</td>
<td></td>
<td>$12,880</td>
<td>$257,760</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$30,032</td>
</tr>
<tr>
<td>CLIN</td>
<td>Requirements</td>
<td>Est Qty</td>
<td>Unit of Measure</td>
<td>Labor Category</td>
<td>Est # Hrs</td>
<td>Labor Rate</td>
<td>Total</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------</td>
<td>-----------------</td>
<td>----------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td>2</td>
<td>Consultation &amp; Advisory ISO the IGOC...</td>
<td>319</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cns-1</td>
<td>105,560</td>
<td>$10,560</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cns-2</td>
<td>49,450</td>
<td>$49,450</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cy-3</td>
<td>3,296</td>
<td>$3,296</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Im-A</td>
<td>1,320</td>
<td>$1,320</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pap-A</td>
<td>1,056</td>
<td>$1,056</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>319</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$65,682</td>
</tr>
<tr>
<td>3</td>
<td>Communications Consultation &amp; Support...</td>
<td>80</td>
<td></td>
<td>CM-SME</td>
<td></td>
<td></td>
<td>$8,800</td>
</tr>
<tr>
<td>4</td>
<td>Conduct Analysis of Submission to IGOC Webpage and Election Affidavits...</td>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$21,728</td>
</tr>
<tr>
<td>4.a.i</td>
<td>Webpage (Screen 700 Emails)</td>
<td></td>
<td></td>
<td>Res-2</td>
<td>1,840</td>
<td>$1,840</td>
<td></td>
</tr>
<tr>
<td>4.a.i</td>
<td></td>
<td></td>
<td></td>
<td>Inv-2</td>
<td>2,112</td>
<td>$2,112</td>
<td></td>
</tr>
<tr>
<td>4.a.i</td>
<td></td>
<td></td>
<td></td>
<td>Cns-1</td>
<td>5,280</td>
<td>$5,280</td>
<td></td>
</tr>
<tr>
<td>4.a.i</td>
<td></td>
<td></td>
<td></td>
<td>Cns-2</td>
<td>9,200</td>
<td>$9,200</td>
<td></td>
</tr>
<tr>
<td>4.a.i</td>
<td></td>
<td></td>
<td></td>
<td>Law-3</td>
<td>3,296</td>
<td>$3,296</td>
<td></td>
</tr>
<tr>
<td>4.a.i</td>
<td></td>
<td>120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$21,728</td>
</tr>
<tr>
<td>4.b.i</td>
<td>Conduct Analysis of other State Integrity Initiatives...</td>
<td>160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$27,248</td>
</tr>
<tr>
<td>5.a</td>
<td>Produce Summary</td>
<td></td>
<td></td>
<td>Res-1</td>
<td>1,584</td>
<td>$1,584</td>
<td></td>
</tr>
<tr>
<td>5.b</td>
<td>Produce Recommendations</td>
<td></td>
<td></td>
<td>Res-2</td>
<td>1,840</td>
<td>$1,840</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td>Conduct Briefings</td>
<td></td>
<td></td>
<td>Al-SME</td>
<td>1,096</td>
<td>$1,096</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td></td>
<td></td>
<td>IT-SME</td>
<td>1,008</td>
<td>$1,008</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td></td>
<td></td>
<td>VS-SME</td>
<td>1,320</td>
<td>$1,320</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td></td>
<td></td>
<td>Cns-1</td>
<td>4,224</td>
<td>$4,224</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td></td>
<td></td>
<td>Cns-2</td>
<td>12,880</td>
<td>$12,880</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td></td>
<td></td>
<td>Cy-3</td>
<td>3,296</td>
<td>$3,296</td>
<td></td>
</tr>
<tr>
<td>5.c</td>
<td></td>
<td>160</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$27,248</td>
</tr>
</tbody>
</table>

Total Labor Estimate $217,250
Travel Estimate $38,000
ODCs/Material Estimate $15,000
<table>
<thead>
<tr>
<th>CLIN</th>
<th>Requirements</th>
<th>Est Qty</th>
<th>Unit of Measure</th>
<th>Labor Category</th>
<th>Est Hrs</th>
<th>Labor Rate</th>
<th>Total Price Est</th>
<th>Total</th>
</tr>
</thead>
</table>

Redaction code: 65 P.S. 67§708(b)(11) - A record that constitutes or reveals a trade secret or confidential proprietary information. As asserted by the Vendor per Section 30, Master Services Agreement, Attachment B.
Redaction code: 65 P.S. § 67.708(b)(11) - A record that constitutes or reveals a trade secret or confidential proprietary information. As asserted by the Vendor per Section 30, Master Services Agreement, Attachment B.