Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2700000423

Effective Date:	11/10/2026	Record Date:	11/10/2026
Expiration Date:	09/30/2033	Procurement Folder:	2118634
Document Description:	Cisco Data Communications - RFxPremier	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION

ISSUER:
Melissa Hubbard
502-782-5336
Melissa.Hubbard@ky.gov

REQUESTOR:
Melissa Hubbard
502-782-5336
Melissa.Hubbard@ky.gov

VENDOR INFORMATION

Name /Address:	Contact:
KY0025974: CISCO SYSTEMS INC 170 W Tasman Drive San Jose CA 95134	Bryan Peck 408-894-4152 brpeck@cisco.com
KY0058301: Ahead, Inc 401 N Michigan Ave Ste 3400 Chicago IL 60611	Amber Hedges 5027189863 Amber.Hedges@ahead.com
KS0024234: CBTS Technology Solutions LLC DBA: CBTS 25 Merchant Street Cincinnati OH 45246	Mark Vaughn 5027442560 mark.vaughn@cbts.com
KY0002646: SJN Data Center LLC DBA: Encore Technologies 4620 Wesley Ave Cincinnati OH 45212	Brett Kiser 859-466-4092 brett.kiser@encore.tech
KY0033370: VOLTA INC 112 E MAIN ST, Suite #2 FRANKFORT KY 40601	SALES SUPPORT 859-296-5780 salessupport@voltainc.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	$0.000000	$0.00			$0.00

Non-Executive Branch Data Communications - DO NOT USE

Extended Description:

Do Not Use this Commodity Line.

Non-Executive Branch Data Communications - See Header for executed Participating Addendum.

Approved authorized agencies must provide an SPR1 and Quote to OPS.Reporting@ky.gov to be added to the MA.

Scope of this PA includes the following Categories:
Data Comm Hardware Sector
- Networking Routers
- Networking Switches
- Networking Storage
- Optical Networking
- Security Hardware

Data Comm Software Sector
- Networking Software Solutions
- Security Solutions
- Unified Communications
- Facilities Management, Monitoring and Control

Data Comm Services Types
- Integrator
- Architect
- Engineer
- Installer
- Training
- Other Statement of Work Services
- Partner Services

See RFxPremier website for available products and services.

See “Attachment A” for Terms and Conditions. The Terms and Conditions set out in “Attachment A” are incorporated into and are part of the Contract.

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PARTICIPATING ADDENDUM
RFxPremier COOPERATIVE PURCHASING PROGRAM
DATA COMMUNICATIONS PRODUCTS AND SERVICES (2026-2033)

RFxPremier MASTER AGREEMENT
Master Agreement No.: SPSD26-0563LS_CIS
Cisco Systems, Inc.
(hereinafter "Contractor")
And
Commonwealth of Kentucky
Commonwealth Office of Technology (COT)
(hereinafter "Participating Entity")
Commonwealth Master Agreement #: MA 758 2700000423

This Participating Addendum, ("PA" or "Commonwealth Master Agreement") is entered into, by and between Commonwealth of Kentucky, Commonwealth Office of Technology ("Participating Entity", "Customer", or "COT") and Cisco Systems, Inc. ("Contractor", "Vendor", or "Cisco").

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Mark Ruszczyk
mruszczy@cisco.com
702-262-3815

Participating Entity's contact for this Participating Addendum is:

Melissa Hubbard, KCPM, CPPB
Statewide Procurement Analyst II
Melissa.Hubbard@ky.gov
502-782-5336

Participating Entity's COT contact for this Participating Addendum is:

Stephanie R. Williams, MPA, PMP, CPPO, CPPB, NIGP-CPP
Chief IT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

II. TERM. This Participating Addendum is effective as of the date of the last execution and will terminate upon termination of the RFxPremier Master Agreement SPSD26-0563LS_CIS, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. The Commonwealth reserves the right to extend this PA based on RFxPremier's contract renewals or extensions.

This Participating Addendum shall expire on September 30, 2033, with optional annual renewals through September 30, 2036, the expiration date per the RFxPremier Master Agreement SPSD26-0563LS_CIS.

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PARTICIPATION AND USAGE.
This Agreement shall ONLY be used by Commonwealth of Kentucky Non-Executive Branch Agencies. Non-Executive Branch Agencies include the following: the Legislative and Judicial Branches of government and political subdivisions/local public agencies, to include but not limited to, public safety institutions, public schools, and institutions of higher education. Local public agencies of the Commonwealth as defined in KRS 45A.345 (11) shall be eligible to participate.

Executive Branch State Agencies are only permitted to use this PA if an approval is granted by the Commonwealth's Office of Technology (COT). If the Contractor enters into an agreement with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this PA in its entirety. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

All terms in this Participating Addendum and any associated Orders/EULAs shall be read as applicable only to the extent permitted by Kentucky law and no term in violation of the Kentucky Law, inclusive of Kentucky Procurement Law, shall be given effect.

IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the RFxPremier Master Agreement SPSD26-0563LS_CIS and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities. The scope of this PA shall include the following awarded categories:

- Data Comm Hardware Sector
  - Networking Routers
  - Networking Switches
  - Networking Storage
  - Optical Networking
  - Security Hardware
- Data Comm Software Sector
  - Networking Software Solutions
  - Security Solutions
  - Unified Communications
  - Facilities Management, Monitoring and Control
- Data Comm Services Types
  - Integrator
  - Architect
  - Engineer
  - Installer
  - Training
  - Other Statement of Work Services

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- Partner Services

See RFxPremier website for available products and services.

- Participating Entity-specific Pricing SPSD26-0563LS_CIS
  Attachment_H_RFxP_Master_Agreement
- RFxPremier MASTER AGREEMENT SPSD26-0563LS_CIS
  Contract #SPSD26-0563LS_CIS - Cisco Systems.pdf
- RFxPremier Cisco WEBSITE
  Cisco Systems, Inc. - RFxPremier

a. **Services.** All services available through the RFxPremier Master Agreement SPSD26-0563LS_CIS may be offered and sold by Contractor to Purchasing Entities as it relates to the above listed categories.

b. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's RFxPremier webpage as authorized to provide Products and Services to Participating Entity may provide quotes, receive orders, invoice, and receive payment on Contractor's behalf.

   Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the RFxPremier Master Agreement SPSD26-0563LS_CIS and in this Participating Addendum.

   COT shall approve the addition and removal of all partners. Approved partners will be identified as Fulfillment Partners, as defined in the RFxPremier SPSD26-0563LS_CIS Master Agreement, permitted to provide quotes directly to authorized users of the PA as well as bill directly to those users.

   Any requests to add or remove partners must be sent via email to the Participating Entity's Procurement contact referenced in this PA.

Any amendment to the RFxPremier Master Agreement SPSD26-0563LS_CIS shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. The Commonwealth cannot procure goods/services included as part of an amendment until such amendment is published to the RFxPremier website.

Any conflict between this Participating Addendum and the RFxPremier Master Agreement SPSD26-0563LS_CIS will be resolved in favor of this Participating Addendum.

V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Commonwealth Master Agreement Number, MA 758 2700000423 on the

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Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the RFxPremier Master Agreement SPSD26-0563LS_CIS, including applicable discounts, reporting requirements, and payment of administrative fees to RFxPremier and Participating Entity. Orders that include additional terms and conditions or do not reference the Commonwealth Master Agreement Number, MA 758 2700000423 will not be accepted. Fulfillment Partners may also offer additional incremental discounts, and such additional discounts, if offered, may be provided at the discretion and as the sole legal obligation of the approved Fulfillment Partner.

VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not paid yet. The administrative fee shall be paid in the form of a check Payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one half of one percent (0.5%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid sixty (60) calendar days after the close of the quarter.

Contractor shall submit to Participating Entity a Sales Report documenting all Contractor's net sales made during the applicable reporting period and such submission, including any supplemental information submitted, is deemed a public record.

Quarterly Sales Reports shall be emailed to Melissa Hubbard, Commonwealth Buyer, at Melissa.Hubbard@ky.gov and Stephanie R. Williams, COT Chief IT Contracting Officer at Stephanier.Williams@ky.gov. The Sales Report shall be submitted no later than forty-five (45) days after the end of each calendar quarter, and the related administrative fee shall be remitted no later than sixty (60) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report will contain the following information:

- Complete and accurate details of all sales, credits, and the like for the reporting quarter;
- Purchasing Entity Foundation Account Name;
- Total of Net Sales; and
- If no sales were made to Participating Entity during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

End of Quarter	Reporting Date	Pay Date
March 31st	May 15th	May 31st
June 30th	August 15th	August 31st
September 30th	November 15th	November 30th

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December 31st	February 15th	February 28th (29)

Payment of Administrative Fee:

The Contractor shall timely remit Administrative Fees via check, including reference to this Participating Addendum, Commonwealth Master Agreement MA 758 2700000423, and mailed to the address below:

FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
Melissa Hubbard, KCPM, CPPB
200 Mero St., 5th Floor Frankfort, KY 40622

VII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. INFORMATION TECHNOLOGY SECURITY STANDARDS.
The Contractor and any subcontractors, dealers, distributors, resellers, and other partners shall make available to all Purchasing Entities information sufficient for the Purchasing Entity to determine in advance of procurement whether each Contractor product or service adheres to applicable **Commonwealth Office of Technology (COT) Policies and Standards:** https://technology.ky.gov/policies-and-procedures/Pages/default.aspx**.**

IX. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Mark Ruszczyk
Contract Manager

mruszczy@cisco.com
702-262-3815

For Participating Entity:
Melissa Hubbard, KCPM, CPPB
Statewide Business Analyst II
Melissa.Hubbard@ky.gov
502-782-5336

Stephanie R. Williams, MPA, PMP, CPPO, CPPB, NIGP-CPP
Chief IT Contracting Officer
StephanieR.Williams@ky.gov
502-234-4898

X. ATTACHMENTS.
This Participating Addendum includes the following attachments:

a. Attachment A - Commonwealth of Kentucky Master Agreement Terms and Conditions

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SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Cisco Systems, Inc.
Signature:	Signature:
Name: Jim Barnhart	Name: Jenn Baenziger
Title: CIO	Title: Authorized Signatory
Date: 11-6-2026	Date: November 5, 2026
Commonwealth of Kentucky Office of Procurement Services (OPS)	APPROVED BY LEGAL
Signature: DocuSigned by: Stacy Blank CC768E8FF7054B7...	
Name: Stacy Blank	
Title: Executive Director	
Date: 11/9/2026	

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ATTACHMENT A
MA 758 2700000423

COMMONWEALTH OF KENTUCKY
MASTER AGREEMENT TERMS AND CONDITIONS

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

1.0 Tax Exempt Status
Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

2.0 Provisions for Termination of the Contract
This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

3.0 Conflict of Interest
The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

4.0 Liability
The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

5.0 Payments
The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services except when the agency has transmitted a rejection notice to the vendor in accordance with KRS 45.453 and KRS 45.454. For the purpose of this provision, a working day is any weekday except for Commonwealth employee holidays up to the agency close of business. The Commonwealth may make a partial payment of goods or services that it has received according to the terms of the contract.

Payments are predicated upon agreed upon payment milestones set forth in the agreement and/or successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or agency representative and, except Personal Service Contract invoices, shall include the following information, as applicable:

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(1) Contract and/or delivery order number;

(2) Name of Contractor Entity or Individual;

(3) Contractor designated point of contact;

(4) Unique Invoice Number;

(5) Invoice Date;

(6) Item numbers;

(7) Descriptions of goods or services provided;

(8) Sizes of goods provided;

(9) Quantities provided;

(10) Unit prices; and

(11) Extended totals (unit price x quantity) for invoiced line items.

For Personal Service Contracts, invoices must be submitted on the Personal Service Contract Invoice form established by the Government Contract Review Committee, available at:

https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf

The Commonwealth will make a good faith effort to notify the Contractor within fifteen (15) working days of the Contractor's failure to submit a proper invoice or a dispute of the goods or services provided. The Contractor shall address the Commonwealth's concerns within ten (10) calendar days and resubmit a corrected invoice with a new invoice number for payment. If the Contractor has not rectified the problem with the invoice or the good or service within the ten (10) calendar day correction period, any revised submitted invoice shall be considered a new invoice with a new date of submission for calculation of any late payment penalty.

If the Commonwealth has not notified the Contractor of any issue with the invoice or the goods and/or services and the Contractor has not received payment by the twenty-fifth (25th) business day after the Contractor submitted the invoice, the Contractor should notify its Commonwealth contract representative that its invoice is still pending payment.

Except as otherwise explicitly provided in the contract, payments shall be issued to the Contractor within thirty (30) working days of receipt of Contractor's invoice and of acceptance of goods and/or services. In the event of an invoice payment dispute between the Contractor and purchasing agency, the Contractor shall first attempt resolution of the dispute via submission to the purchasing agency in accordance with the payment dispute process posted on the Finance and Administration Cabinet website, located at:

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https://finance.ky.gov/office-of-the-secretary/office-of-general-counsel/Pages/procurement-and-protest-resources.aspx

If submission to the purchasing agency fails to resolve the payment dispute, the Contractor may submit a contract dispute regarding payment to the Finance Secretary for resolution. In accordance with KRS 45.454, and except as provided by KRS 371.405, there shall be payable to the Contractor a penalty of one-percent (1%) on any undisputed amount each month or fraction thereof owing to the Contractor after 30 working days following the receipt of the goods or services and receipt of the invoice unless otherwise agreed between the Commonwealth and the Contractor. After a resolution is determined, the purchasing agency shall begin to assess penalties due the Contractor and remit the penalty payment to the Contractor within five (5) working days.

6.0 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

7.0 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

8.0 Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

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9.0 No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

10.0 Artificial Intelligence (AI)

Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf applicable to Vendor, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI systems within the contracted work. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI through its General Disclosures and applicable Offer Disclosures. For clarity, AI usage excludes the use of AI in back-office scenarios, such as development tools, technical and professional authoring, etc. used to develop hard or soft products. Further, Vendor understands and agrees to take appropriate measures to ensure its use of Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. This restriction does not apply to enterprise-licensed generative AI tools that are prohibited from using Commonwealth data for building or training proprietary generative AI programs. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

11.0 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

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(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

12.0 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction

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with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions
The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

13.0 Insurance Requirements

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with 13 (C) through the entire contract:

1. **Commercial General Liability Insurance** in accordance with minimum limits of liability of $1,000,000.00 per occurrence, $2,000,000.00 aggregate. Such insurance shall include the Commonwealth and its agents as additional insureds for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance. Such "additional insured" protection is afforded on a primary and non-contributory basis.

B. Additional Types of Insurance

1. **Automobile Liability Insurance (If Applicable)**
Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided. ***If items will be delivered by common courier (USPS,***

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FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.

The Contractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of $1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage. Such insurance shall include the Commonwealth and its agents as additional insureds for liabilities that fall within Contractor's indemnity obligations under this Agreement and that are covered by such insurance. Such "additional insured" protection is afforded on a primary and non-contributory basis

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of $1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The Contractor shall provide evidence of insurance coverage as required.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

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Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at https://insurance.ky.gov/ppc/Company/Default.aspx

The certificate holder shall be listed as:
Finance and Administration Cabinet, DCM
Office of Procurement Services
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622

The Certificate of Insurance must contain the following language in the Description of Operations box that confirms that the Commonwealth and its agents are additional insured under the Commercial General Liability Insurance and Commercial Automobile Liability Insurance as required by contract:

> The Commonwealth and its agents are Additional Insured for this contract. Additional insured protection afforded is on a primary and non-contributory basis.

D. Subcontractors

If the Contract allows for Subcontractors and vendor utilizes Subcontractors, prior to the commencement of any work by a Subcontractor, vendor shall require such Subcontractor to maintain the types and amounts of insurance the vendor deems reasonable in light of the products and/or services to be provided by such Subcontractor.