

This Statement of Work 2026-SOW-7706 ("SOW") is a part of, and incorporated into, State of Iowa Contract 2026-BUS-7705 ("Contract"), leveraging Master Agreement San Diego MSA for Application Development, Maintenance, and Support for Managed IT Services, entered into between the State of Iowa, acting by and through the Department of Management ("Agency") and CGI Technologies and Solutions Inc. ("Vendor" or "CGI"). This SOW shall become effective as of the date of last signature below ("Effective Date"). The term of this SOW shall commence on the Effective Date and continue through July 6, 2026 or until the last Deliverable is Accepted, whichever is later ("Term"). This SOW may be terminated separately from the Contract as a whole in accordance with the termination provisions of the Contract. Capitalized terms not specifically defined herein shall be given the same meaning as in the Contract.

## 1. Description of Services

Vendor shall perform the discovery, planning, and setup activities necessary for Vendor to assume responsibility for Project Management services currently performed within the State of Iowa's Enterprise Program Management Office ("ePMO").

This includes, but is not limited to: reviewing and adapting existing governance frameworks and operating models; documenting roles, responsibilities, and accountability structures; aligning to or adapting existing intake and project manager assignment processes; executing workforce onboarding and initial agency staffing; developing communications and organizational change management plans; establishing project manager readiness standards; creating staffing and onboarding plans. Where frameworks, processes, or documentation exist, Vendor shall review and adapt as needed. Where gaps exist, Vendor shall develop the necessary components to enable a successful transition of services.

## 2. Definitions.

- 2.1. "Acceptance" or "Accepted" shall have the same meaning as defined in the Underlying Agreement, Section 7.1.
- 2.2. "Milestone" means the incremental grouping of Deliverables that, when approved, allows Vendor to invoice Agency.
- 2.3. "Active Portfolio" means the inventory of in-flight projects designated by Agency for transition to Vendor management.
- 2.4. "Project Manager" or "PM" means a Vendor employee performing project management services under this SOW.
- 2.5. "Knowledge Transfer" means the structured process of transferring institutional knowledge, processes, documentation, and operational information from Agency personnel to Vendor.
- 2.6. "Continuity Personnel" means Agency FTE Project Managers who accept Vendor's offer of employment pursuant to Deliverable 3.2.2.

3. **Deliverables and Timelines.** Vendor shall provide the Deliverables as summarized in the table below.

<b>Del. #</b>	<b>Deliverable Name</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date: Effective Date +</b>
3.1	<b>Milestone 1: Governance &amp; Operating Model Baseline</b>	The foundational governance, accountability, financial, and intake frameworks are established, reviewed, and approved so CGI can effectively operate within Iowa's existing ePMO structure.	All Milestone 1 Deliverables Accepted per Section 4.	45 days
3.1.1	Governance Charter (Signed)	Review and understand existing decision authority, governance forums, cadence, and escalation paths. Adapt governance documentation as needed so CGI can effectively operate within current boundaries.	Charter document delivered covering governance bodies, decision rights, cadence, and escalation paths. Signed by authorized representatives.	
3.1.2	RACI & Role Profiles	Review existing role definitions and accountability. Update to reflect CGI's role within Project Management Delivery Services to ensure all areas of responsibility are clearly defined.	RACI shall identify role involved in ePMO operations, clearly delineate accountability between DOM staff, CGI PMs, and agency stakeholders.	
3.1.3	Communication Plan for CGI Services Transition	Develop a communication plan and draft messaging for Agency review and approval that ensures DOM, agencies, and Agency employees are informed and prepared prior to Vendor PM assignment to projects. The plan shall identify stakeholders, key messages, distribution channels, and timing, and shall address: (a) notification to agencies that will receive Vendor-provided project management services; and (b) notification to Agency employees of Vendor employment offers regarding the process, timeline, and what to expect. Agency retains authority over all communications to state agencies and Agency employees. Vendor shall not distribute communications to state agencies	Communication plan and messaging delivered and approved by Agency. Plan identifies stakeholders, key messages, distribution channels, timing, and approval workflow.	

Del. #	Deliverable Name	Deliverable Description	Acceptance Criteria	Due Date: Effective Date +
		or Agency employees without Agency's prior written approval.		
3.1.4	Knowledge Transfer Plan	Vendor shall develop a knowledge transfer plan for Agency review and approval that documents the format, schedule, and content requirements for project-specific knowledge transfer sessions covering all projects in the Active Portfolio. The plan shall be designed to execute within twenty (20) days. Vendor shall have qualified personnel identified and available to participate in knowledge transfer sessions upon Agency approval of the plan.	Knowledge transfer plan delivered and approved by Agency. Plan covers all Active Portfolio projects, identifies Vendor personnel who will receive knowledge transfer, and is executable within the timeframe specified.	
3.1.5	CGI Project Manager Readiness Standard	Vendor shall produce a PM readiness standard documenting the knowledge, tools, access, and procedural requirements a Vendor PM must satisfy before assignment to an Agency project. The standard shall address Iowa's ePMO governance and reporting requirements, escalation procedures, security and compliance requirements, PPM tool usage, and Agency-specific templates and practices. Vendor is accountable for ensuring all Vendor PMs meet this standard prior to project assignment.	PM readiness standard addresses all areas identified in the Deliverable Description. Vendor confirms in writing that each PM assigned to Agency projects has completed the readiness standard prior to assignment.	
3.2	<b>Milestone 2: Workforce Transition &amp; Initial Staffing</b>	The DOM workforce transition is formally executed with controlled tracking, and initial agency staffing with CGI Project Managers is underway.	All Milestone 2 Deliverables Accepted per Section 4.	<b>90 days</b>
3.2.1	Financial Tracking Setup	Establish a single, defensible financial baseline and repeatable tracking method. Determine adjustments needed for internal and external timekeeping. Identify short-term process for initial PM starts and adapt invoicing as needed.	Financial tracking mechanism delivered with coding standards, variance rules, and sample reports. Aligned to State fiscal periods.	
3.2.2	Employment Offers to	Vendor shall extend at-will subject to the obligations set forth in Section 6.3 of this	Vendor provides written confirmation that	

Del. #	Deliverable Name	Deliverable Description	Acceptance Criteria	Due Date: Effective Date +
	Agency PM Staff	SOW offers of employment to all Agency FTE Project Managers identified by Agency. The terms of such offers, including compensation and benefits, shall be determined by Vendor in accordance with Vendor's standard employment practices; provided, however, that Vendor shall offer Continuity Personnel compensation and benefits substantially equivalent to their Agency compensation and benefits immediately prior to the date of Vendor's offer.	employment offers have been extended to all Agency FTE Project Managers.	
3.2.3	Agency-based Intake & Project Manager Assignment	Review standardized intake and project manager assignment process. Adapt to new service conditions of 100% working time for Project Managers.	Intake process document delivered describing request flow, assignment criteria, and routing. Process adapted for 100% PM utilization model.	
3.2.4	Knowledge Transfer Completion	Vendor shall execute the approved Knowledge Transfer Plan and produce project-specific knowledge transfer documentation for each project in the Active Portfolio. Documentation shall cover, for each project: current status, key decisions and history, stakeholder relationships and communication preferences, risks and open issues, dependencies, and any project-specific considerations not reflected in existing project documentation. All knowledge transfer documentation shall be delivered to Agency and shall remain Agency property.	Knowledge transfer sessions completed for all Active Portfolio projects. Project-specific documentation delivered to Agency for each project. Vendor provides written confirmation that it has acquired sufficient project-specific knowledge to assume management of each project.	
3.2.5	Identify and Create Pilot Agency and Rollout Plan	Identify a controllable set of projects, ideally targeted toward a specific Agency or Agencies, to begin rapid Project Manager placement from CGI. Identify PMs assigned	Initial agency(ies) identified and documented. Timeline for CGI PMs assigned to designated projects	

Del. #	Deliverable Name	Deliverable Description	Acceptance Criteria	Due Date: Effective Date +
		to specific projects for creation of rollout and timeline.	with confirmed start dates. Plan delivered with role demand, timing, and onboarding requirements by agency. Plan addresses sequencing to maintain delivery continuity. Plan is complete when Active Portfolio is transferred.	
3.3	<b>Milestone 3: Agency Rollout Execution</b>	Execution of the Agency Rollout plan that establishes informs the timing of rollout across agencies	All Milestone 3 Deliverables Accepted per Section 4.	120 days
3.3.1	Agency Rollout Execution	Implementation of the Agency Rollout Plan in Section 3.2.5.	Execution is complete when Active Portfolio is transferred.	
3.3.2	Transition Summary Report	Summary report documenting all transition activities completed under this SOW, completion status of each Deliverable, and Vendor's written acknowledgment that it has received and reviewed the project portfolio provided by Agency and is prepared to assume project management responsibility. Any questions, concerns, or project-specific considerations identified by Vendor during its portfolio review shall be documented in the report.	Report delivered covering completion status of all Deliverables, and includes Vendor's acknowledgment of portfolio receipt and review.	

#### 4. Acceptance Criteria.

- 4.1. Each Deliverable shall be deemed acceptable when it: (a) contains all components specified in the Deliverable Description; (b) is submitted in a format specified by Agency or mutually agreed upon; and (c) meets the specific Acceptance Criteria set forth in Section 3.
- 4.2. Upon submission of a Deliverable, Agency shall have five (5) business days to review and provide written acceptance or written rejection specifying material deficiencies ("Initial Review

Period”). If Agency provides written rejection, Vendor shall have three (3) business days to address identified deficiencies and resubmit (“Cure Period”). Agency shall have two (2) business days following resubmission to provide final written acceptance or rejection (“Final Review Period”).

- 4.3. Escalation for Deliverable Review. If Agency has not provided written acceptance or written rejection of a submitted Deliverable within the applicable review period, Vendor may submit a written escalation notice to Agency's designated escalation contact. The escalation contact shall respond within five (5) business days of receipt by providing written acceptance or written rejection specifying material deficiencies. Agency's designated escalation contact for purposes of this section is:

Awna Kotchian	awna.kotchian@dom.iowa.gov	515-330-3802
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- 4.4. Agency shall be the sole acceptance authority for all Deliverables under this SOW.

**5. Agency Responsibilities.**

- 5.1. Provide Vendor with access to DOM’s ePMO documentation, including governance frameworks, operating procedures, reporting templates, and tool access.
- 5.2. Designate a primary point of contact with authority to provide input, make decisions, and approve Deliverables on Agency's behalf.
- 5.3. Agency will work collaboratively with Vendor to provide agreed-upon required knowledge transfer project information.
- 5.4. Agency will provide Vendor with a current report of all active and backlogged projects within the ePMO, including project status, agency, assigned PM, and project phase. Agency will provide this report within 15 business days of the Effective Date.
- 5.5. Agency will administer all submitted background checks.

**6. Assumptions.**

- 6.1. Project Managers will operate within the ePMO, performing project services leveraging a combination of existing operating model frameworks and the refined and created deliverables identified in Section 3.
- 6.2. Any delays caused by Agency's failure to provide required access, personnel, information, or decisions within mutually agreed timeframes shall extend the applicable Deliverable due date by an equivalent number of business days.
- 6.3. Agency will provide Vendor personnel with access to necessary systems, tools, and documentation within five (5) business days of request.

- 6.4. All Vendor personnel will have completed and passed a background check as required by DOM.
- 6.5. Agency will provide working space in Iowa offices for onsite project management work, and appropriate security access as needed and as determined by the Agency.

**7. Additional/Different Terms and Conditions**

- 7.1. **Admin Fee Waiver.** For this SOW only, Agency agrees to waive the one percent (1%) administrative fee associated with this initiative. The Admin Fee Waiver applies only to invoices submitted under this SOW and does not apply to any other statement of work, change order, purchase order, task order, renewal, or other engagement under the Master Agreement.
- 7.2. Schedules 4, 5, 9, 15 from the Underlying Agreement shall not apply to this SOW.
- 7.3. Continuity Personnel – Minimum Employment Guarantee.
  - 7.3.1. For a period of twelve (12) months following each Continuity Personnel member’s commencement of employment with Contractor (“Stability Period”), Contractor shall maintain the employment of each Continuity Personnel member, subject to the Permitted Removals set forth below.
  - 7.3.2. During the Stability Period, Contractor shall make reasonable good faith efforts to assign each Continuity Personnel member to available work consistent with their qualifications, skills, and experience. Contractor shall not place any Continuity Personnel member on unpaid or indefinite bench status as a means of constructively circumventing the obligations of this section.
  - 7.3.3. Contractor shall provide the State’s designated representative with written notice within five (5) business days of any separation of a Continuity Personnel member during the Stability Period, identifying whether the separation constitutes a Permitted Removal and the general category of basis therefor.
  - 7.3.4. Permitted Removals. The following separations resulting in the termination or an extended lapse of services under the Contract by Continuity Personnel are permitted during the Stability Period without constituting a non-permitted removal of this section:
    - 7.3.4.1. Termination of employment for cause, which includes but is not limited to: material violation of Contractor’s workplace policies, misconduct, violation of applicable law, falsification of records, or failure to maintain required credentials or security clearances, or egregious performance issues;
    - 7.3.4.2. Voluntary resignation or retirement of the Continuity Personnel member; or
    - 7.3.4.3. Inability of Continuity Personnel to provide services due to approved disability or other extended illness; or

7.3.4.4. Death or permanent disability of the Continuity Personnel member.

7.3.5. Consequence for Non-Permitted Removal. In the event Contractor terminates the employment of a Continuity Personnel member during the Stability Period other than by Permitted Removal, Contractor shall reinstate the affected individual to active employment status within thirty (30) days of the State’s written notice of breach, unless the individual declines reinstatement. Where reinstatement is not achieved within that period and the affected individual has not declined, Contractor shall pay to the affected individual the equivalent of the remaining base salary and benefits the individual would have received through the end of the Stability Period. The State’s right to seek additional remedies available under this Agreement or applicable law is not limited by this provision.

7.4. Section 7.2 of this SOW shall survive expiration or termination of this SOW and shall remain in effect with respect to each Continuity Personnel member until the conclusion of that individual's Stability Period as defined therein.

**8. Contacts.** The point of contact for this SOW shall be:

**8.1. For Agency:**

Brian Becker	brian.becker@dom.iowa.gov	515-776-9180
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**8.2. For Vendor:**

Matthew Fournie, VPCS	matthew.fournie@cgi.com	618-972-2714
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**9. Review/Monitoring.**

9.1. Vendor shall meet the deadlines as specified herein, unless written approval for exceeding a deadline is granted by the Agency for documented, extenuating circumstances, the sufficiency of which shall be determined in the DOM’s sole, and reasonable discretion. Failure to meet such deadlines may result in Vendor’s forfeiture of any right, title, or interest to any payments associated with the corresponding Deliverables provided.

9.2. Vendor Performance Feedback. The Vendor acknowledges that its performance under this Statement of Work may be subject to review through the State's vendor scorecard program. The scorecard program collects data on vendor performance under state contracts gathered through a formal feedback process. Scorecard performance may be considered in relation to future State purchasing decisions. Feedback may address cost, delivery and support, flexibility, partnership, and security and compliance. Performance Data may include the Vendor's effectiveness in meeting contract obligations, service level agreements, project management requirements, and risk management protocols.

**10. Payment Schedule.** Listed in the table below are the Deliverables along with the associated costs. Payments shall be made in arrears within sixty (60) days of the date of Acceptance of each Deliverable.

Milestone #	Milestone	Fee
3.1	Milestone 1: Governance & Operating Model Baseline	\$50,000
3.2	Milestone 2: Workforce Transition & Initial Staffing	\$200,000
3.3	Milestone 3: Operational Readiness & Scale Planning	\$150,000
	<b>Total Fees</b>	<b>\$400,000</b>

**11. Change Orders.**

- 11.1. No changes to the Services, Deliverables, Acceptance Criteria, project schedule, compensation, or any other term of this SOW shall be effective unless made in writing and signed by both parties through a formal change order (each, a "Change Order").
- 11.2. Change Order Process. Either party may propose a Change Order. The Change Order must include: (a) a description of the proposed change; (b) the reason for the change; (c) any adjustments to the project schedule or Deliverables; (d) any adjustments to the fees, if applicable; and (e) any other necessary terms or impacts. The Vendor shall not proceed with any work outside the scope of this SOW unless and until a Change Order is executed by both parties.
- 11.3. All Change Orders must be approved in writing by both Parties. Executed Change Orders shall be appended to and incorporated by reference into this SOW.
- 11.4. Verbal communications or informal correspondence shall not constitute approval of a Change Order. Any work performed outside the original scope prior to formal approval of a Change Order shall be performed at the Vendor's risk and expense.

**12. Federal Funds: Compliance with Federal Law.** Vendor agrees to comply with the applicable provisions of 2 CFR part 200. By signing this Agreement, Vendor commits to the certifications attached hereto and incorporated herein as Attachment A.

**13. Execution.** In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Statement of Work and have caused their duly authorized representatives to execute this SOW.

<b>State of Iowa, Department of Management</b>	<b>CGI Technologies and Solutions Inc.</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
<i>Kraig Paulsen</i>	<i>Matthew Fournie</i>
Printed Name: Kraig Paulsen	Printed Name: Matthew Fournie
Title: Director	Title: Vice-President, Consulting Services
Date: 3/6/2026   11:07 AM CST	Date: 3/5/2026   1:01 PM CST

**Attachment A**  
**Federal Certifications**

**Federal Requirements.** Vendor agrees to comply with the following federal obligations pursuant to 2 C.F.R. Part 200, Appendix II, only to the extent required by applicable federal law and regulation as in effect at the time of performance. The parties acknowledge that executive orders referenced herein may be amended or rescinded, with corresponding similar effect on promulgating federal regulations and statutes.

1. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** In accordance with 2 CFR 200.216 and 2 CFR Pt. 200, App. II, Section K, Vendor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, and consistent with 2 CFR 200.317 and 2 C.F.R. Pt. 200, App. II, Sec. L, the Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **Procurement of recovered materials.** To the extent applicable, and in accordance with 2 CFR Pt. 200, App. II, Section J, the Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708).** In accordance with 2 CFR Pt. 200, App. II, Sec. E., to the extent that Vendor's contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Vendor must act in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). To the extent applicable, Vendor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** In accordance with 2 CFR Pt. 200, App. II, Section G, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Vendor agrees to comply with these Applicable Laws, violations of which must be reported to the State and federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** To the extent required by Federal program legislation, and in accordance with 2 CFR Pt. 200 App. II, Section D, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, and to the extent mandated under federal law, Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must pay wages not less than once a week. Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The Agreement is conditioned upon the acceptance of the wage determination. Vendor must report all suspected or reported violations to the Federal awarding agency. Vendor must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Vendor is prohibited from inducing, by any

means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Vendor must report all suspected or reported violations to the Federal awarding agency.

**7. Rights to Inventions Made Under a Contract or Agreement.** To the extent applicable and in accordance with 2 C.F.R. Pt. 200 App. II, Section F, the Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**8. Suspension and Debarment.** This certification is required by the provisions of Executive Orders 12549 and 12689 and 31 C.F.R. part 19 regarding Debarment, Suspension, and Other Responsibility. In accordance with 2 C.F.R. Pt. 200, App. II, Section H, Vendor certifies that it is not listed on the government-wide exclusions in the System of Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**9. Lobbying.** This certification is required by the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Vendor (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with these Applicable Laws. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code; any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Vendor certifies the following:

a. No federal funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Vendor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

**10. Assurance of Compliance Nondiscrimination in Federally Assisted Programs & Equal Opportunity.** This certification requires Vendor to comply with any applicable federal nondiscrimination requirements or laws providing for or requiring equal opportunity in employment, in compliance with 2 CFR Pt. 200, Appendix II, Section C. Except as otherwise

**SOW Title: ePMO Transition / Setup  
State of Iowa contract 2026-BUS-7705**

provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” To the extent required by these Applicable Laws, Vendor certifies during the performance of this Agreement that:

- a. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information.
- d. Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**SOW Title: ePMO Transition / Setup  
State of Iowa contract 2026-BUS-7705**

f. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Vendor may request the United States to enter into such litigation to protect the interests of the United States.

i. Vendor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided that if Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

j. Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. Vendor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

**SOW Title: ePMO Transition / Setup  
State of Iowa contract 2026-BUS-7705**

In addition, Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.