CSPN

College Savings Plans Network

Request for Proposals for Communication and Public Relations Services

Date Issued: February 17, 2012

SECRETARIAT: THE NATIONAL ASSOCIATION OF STATE TREASURERS C/O THE COUNCIL OF STATE GOVERNMENTS
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I. INTRODUCTION

Background

The College Savings Plans Network (CSPN), an affiliate of the National Association of State Treasurers (NAST), is an association of state administrators and their private sector partners who administer Section 529 qualified tuition plans dedicated to enhancing communication, cooperation, and effective administration among the plans. CSPN works to promote and enhance making higher education opportunities an affordable reality. CSPN seeks to influence the setting of national policy affecting Section 529 qualified tuition plans to ensure that these programs remain an effective vehicle for families to save for college. In addition, CSPN seeks to promote public awareness and understanding of the purpose and value of saving for college and to be recognized as the primary authoritative and objective source for information concerning Section 529 qualified tuition plans. (For additional information about CSPN see Attachment A: CSPN Strategic Plan.)

CSPN is concluding a two-year engagement with a public relations firm and is soliciting bids from all interested parties for a new two-year contract with the potential for an additional two-year extension.

Request for Proposals

CSPN is requesting proposals from interested public relations firms to provide communications and public relations services that will:

- promote CSPN as an official, objective source of information on 529 plans;
- position CSPN as a leading and trusted source of 529 plan information for the media and the public;
- promote success, impact, and acceptance of 529 plans;
- promote the ability to participate in 529 plans regardless of income;
- support the Network's federal initiatives;
- drive traffic to the CSPN Website;
- grow awareness of CSPN's reputation and brand; and
- produce clear measures of success.

The firm submitting the successful proposal is expected to negotiate and enter into a contract with CSPN / NAST.

Term of Contract

CSPN intends to enter into a contract with a proposer for an initial 2-year term beginning July 1, 2012 and concluding on June 30, 2014. At its sole option, CSPN may choose to exercise one additional two-year term.

II. Scope of Services

The following provides a general overview of the specific work assignments CSPN will expect the selected firm to complete. The agency will need to complete a comprehensive action plan for how the agency would approach each of the items listed below and the budget page should itemize the cost for completing each item listed. The Scope of Services includes three major components: Media Relations; Web Site Visitation; and Reputation and Branding.

1. Media Relations

CSPN is seeking a media relations firm to assist CSPN in achieving the goals and objectives listed above. The scope of work will include:

- Review and Implement a national media strategy utilizing and enhancing CSPN's network of 529 and financial media contacts.
- Develop relevant, universal messaging in response to current opportunities and events that can be used by each state/529 plan.
- Develop and coordinating media events to promote 529 savings, to promote events, or in response to external events that require a proactive response.
- Schedule media interviews for various CSPN members to promote 529 savings, to promote events, or in response to external events that require a proactive response.
- Draft news releases, advisories and backgrounders to promote 529 savings, to promote events, or in response to external events that require a proactive response.

- Proactively identify opportunities for media coverage, both nationally and in various states.
- Develop "CSPN 529 Reports" to promote college savings and the goals of CSPN.
- Track stories in the national media on 529 issues, in cooperation with state programs, to 1) identify stories that require a response from CSPN and 2) monitor effectiveness of CSPN's own press releases, story pitches and activities.

2. Web Site Usage/Visitation

The following have been identified by CSPN as potential tactics to promote and increase usage of the web site. These should not be considered an exhaustive listing of tactics to be employed to meet the goal stated above. CSPN welcomes proposer's recommendations to add tactics and strategies to this list that can further enhance our ability to provide valuable information to CSPN web site users.

- Evaluate and recommend enhancements to the CSPN website **"**CollegeSavings.org" and promote the site as the premiere non-commercial, educational web site regarding 529 plans. CSPN will monitor traffic to the site as a metric for progress.
- Identify and communicate simple savings strategies that the public can utilize to achieve their college savings goals.
- Utilize search marketing such as Google and Yahoo, and an appropriate social media marketing resource.
- Develop an opt-in, email-marketing program featuring a quarterly e-newsletter containing consumer-oriented 529 plan tips, national 529 updates and a guest column by authors such as CSPN board members, 529 plan representatives and 529 plan consumers.
- Add a chat feature to the web site to allow users to ask questions.
- Develop a plan to increase followers on social media sites such as Facebook and Twitter.

3. Reputation and Branding

CSPN is highly utilized and recommended by 529 professionals as the organization with "answers" regarding 529 college savings plans and in particular, for the college saving public. CSPN also provides unbiased, non-commercial, clear information and resources for stakeholders that are unavailable elsewhere. CSPN seeks to build a reputation for accuracy, thoroughness, and independence.

The following have been identified by CSPN as tactics to enhance CSPN's reputation and branding. These should not be considered an exhaustive listing of tactics to be employed to meet the goal stated above. CSPN welcomes proposers to add tactics and strategies to this list.

- Focus on building the CSPN "brand," developing and presenting a well-differentiated value proposition.
- Establish and maintain CSPN as "thought leaders" in the 529 industry.
- Consider developing and utilizing a tagline that would identify 529 plans as members of the CSPN network.
- Work with CSPN to strengthen cooperative efforts with all state-sponsored 529 plans to reinforce the brand. Encourage state government websites to link to CSPN.
- Pursue corporate and/ or foundation partners to co-sponsor a special event, such as a scholarship contest during College Savings Month.
- Help to develop strategic alliances with major associations to develop opportunities to promote college savings in 529 plans.

III. Issuing Information

This RFP is issued on behalf of CSPN. The following individual will serve as the Issuing Officer from the date of release of this RFP until a contract is awarded:

Chris Hunter, Associate Director
College Savings Plans Network / National Association of State Treasurers
Email: cspn@csg.org

Restriction on Communication

From the issue date of this RFP until announcement of the successful Vendor, Vendors may contact only the Issuing Officer via email. The Issuing Officer will respond only to questions via email. Vendors may be disqualified if they contact any CSPN member or NAST employee other than the Issuing Officer.

Proprietary Information

Any and all information provided to proposers is to be considered proprietary information and is to be used solely for the purpose of responding to this RFP. Such information is not to be released to any party outside the proposer's organization without the explicit written consent of CSPN.

IV. SCHEDULE OF EVENTS AND STRUCTURE OF PROPOSALS

Respondents will be notified of any changes to this schedule.

Date	Event
February 17, 2012	RFP issued and distributed to potential vendors
March 2, 2012	Deadline for submitting written questions
March 16, 2012	Responses to written questions
March 30, 2012	RFP responses due by 5:00 P.M. Eastern Time
May 4, 2012	Deadline for initial evaluation of proposals
May 15-18, 2012	Possible interviews of finalists
May 25, 2012	Notification of chosen vendor / Begin contract discussion
June 15, 2012	Finalize contract

Note: This Schedule of Events is subject to change.

Questions and Requests for Clarification

Vendors may submit written questions and requests for clarification regarding the RFP. The questions or requests for clarification must be via e-mail and received by the Issuing Officer before 5:00 p.m. Eastern on March 2, 2012. Oral inquiries will not be permitted. If a question or request for clarification pertains to a specific section of the RFP, the page and section number must be referenced. Issuing Officer will post all questions and requests for clarification received and responses on the NAST website at: http://www.nast.org/rfps.htm by March 16, 2012.

Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal

CSPN reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of any and all amendments in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, CSPN may, in its sole discretion, allow Vendors to amend their bid proposals in response to the amendment if necessary.

The Vendor may amend its bid proposal. The amendment must be in writing, signed by the Vendor and received via email by the time set for the receipt of proposals. Vendors who submit proposals in advance of the deadline

may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Vendors must notify the Issuing Officer via email if they wish to withdraw their proposals.

Submission of Bid Proposals

The Issuing Officer must receive the bid proposal at the email address set forth above before 5:00 p.m. Eastern, March 30, 2012. This is a mandatory requirement and will not be waived by CSPN. Any bid proposal received after this deadline will be rejected. It is the Vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Vendor's proposal.

Bid Proposal Opening

The bid proposals will remain confidential until the evaluation committee has reviewed all of the bid proposals submitted in response to this RFP and CSPN has announced a notice of intent to award a contract.

Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal is solely the responsibility of the Vendor submitting such proposal.

Rejection of Bid Proposals

CSPN reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP. Issuance of this RFP in no way constitutes a commitment by CSPN to award a contract.

Disqualification

CSPN may reject proposals outright for any one of the following reasons:

- The Vendor fails to deliver the bid proposal by the due date and time.
- The Vendor states that a service requirement cannot be met.
- The Vendor's response materially changes a service requirement.
- The Vendor's response limits the rights of CSPN.
- The Vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The Vendor fails to respond to CSPN's request for information, documents, or references.
- The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested of this RFP.
- The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- The Vendor initiates unauthorized contact regarding the RFP with CSPN members and/or NAST employees.
- The Vendor provides misleading or inaccurate responses.

Nonmaterial and Material Variances

CSPN reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of CSPN, it is in CSPN's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event CSPN waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of CSPN.

Reference Checks
CSPN reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the Vendor's qualifications.

Information from Other Sources
CSPN reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.

Verification of Bid Proposal Contents
The content of a bid proposal submitted by a Vendor is subject to verification. Misleading or inaccurate responses may result in disqualification.

Bid Proposal Clarification Process
CSPN reserves the right to contact a Vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. CSPN will not consider information received if the information materially alters the content of the bid proposal. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to CSPN within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the bid proposal as noncompliant.

Disposition of Bid Proposals
All proposals become the property of CSPN and shall not be returned to the Vendor unless all bid proposals are rejected or the RFP is cancelled.

Copyrights
By submitting a bid proposal, the Vendor agrees that CSPN may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal. The Vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. CSPN shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

Release of Claims
By submitting a bid proposal, the Vendor agrees that it will not bring any claim or cause of action against CSPN based on any misunderstanding concerning the information provided herein or concerning CSPN's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

Acceptance of Terms and Conditions
The Vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Vendor objects to any term or condition, the Vendor must specifically refer to the RFP page and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the Vendor.

Evaluation of Bid Proposals Submitted
Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section V and VI of the RFP.

Choice of Law and Forum
This RFP and the resulting contract are to be governed by the laws of the state of Kentucky. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Kentucky forum.

No Minimum Guaranteed

CSPN anticipates that the selected Vendor will provide services as requested by CSPN. CSPN will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

Certification of Independence and No Conflict of Interest

The Vendor shall certify that it developed the bid proposal independently. The Vendor shall also certify that no relationship exists or will exist during the contract period between the Vendor and CSPN that interferes with fair competition or is a conflict of interest. CSPN reserves the right to reject a bid proposal or cancel the award if, in their discretion, any relationship exists that could interfere with fair competition or conflict with the interests of CSPN.

Vendor Bid Proposal Terms

Terms of the proposal, including price, will remain firm for a minimum of 90 days following the deadline for submitting proposals.

V. PROPOSAL REQUIREMENTS

Instructions

These instructions prescribe the format and content of the bid proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the bid proposal.

- The proposal shall be an Adobe PDF document using 8.5" x 11" paper size.
- The proposal shall be an attachment to an email addressed to the issuing officer listed previously. The subject line of the email should be "Proposal for Communication and Public Relations Services."
- The following electronic documents and responses shall be included in the bid proposal in the order given below:

A. Company Background – In order to be considered for selection, the following should be included in the proposal as proof that the following minimum qualifications listed below are met. The Respondent has a continuing obligation to disclose information throughout the RFP process should any qualifications or situations change that might render the Respondent as an unqualified candidate.

1. Name of agency.
2. Federal tax identification number.
3. Business address and phone number.
4. Principle contact (phone and email address).
5. Please give a <u>brief</u> description of your operation as you would describe it to prospective clients. Include evidence the firm has five years' experience in providing public relations services in the same manner as described in this RFP.
6. Indicate the year the agency was founded. Indicate if it has it operated continuously since that time.
7. Submit an organizational chart of your staff by title and indicate the number of full-time professionals. In addition, attach biographies of the principals.
8. List all services offered by the agency, <u>excluding</u> those that are subcontracted. Please provide a list of subcontractors that may be used for this account.
9. List four clients with a brief description of the work you do for each account (respondent should include accounts with similar scope and or purpose as is described in this RFP) and indicate the following for each: client name, a reference contact and telephone number.
10. Provide the name of the person that will be the key personnel assigned to work with CSPN. Include evidence that the key personnel has a minimum of three years' experience managing an account with similar scope as is described in this RFP.

11. The firm and its personnel has all authorizations, permits, licenses, and certifications as may be required under federal, state or local law to perform the services specified in this RFP at the time it submits a response to the RFP.
12. The firm has a policy and practice of equal employment opportunity and non-discrimination based on race, age, creed, or gender.

B. Action Plan for Scope of Services

Provide a project narrative which describes the agency's overall approach including strategies for accomplishing the Scope of Services and rationale for the agency's approach. For each service requested please provide an overview of your approach, including your rationale for proposing any alternative strategies, and how you could successfully implement the services requested.

C. Work Schedule for Completing Scope of Services

Provide a work schedule that outlines timelines and completion dates for each of the itemized requirements in the Scope of Services.

D. Measurement Plan

Provide a measurement plan that details metrics to be used to determine the success of the implementation of the itemized requirements in the Scope of Services.

E. Budget

Provide a comprehensive budget page detailing the total costs for the projects listed in the Scope of Services. Separate cost details should be provided for each item of the components. Also show the compensation to your agency as a separate item for each component. Your proposed compensation should be stated for each of the following contract periods: (1) an initial contract to run from July 2012 through June 2014; and (2) a potential renewal period from July 2014 through June 2016.

Background

In 2010, CSPN hired a PR firm to provide services similar to those outlined in this RFP. While this contract budget is determined annually by the CSPN Executive Board, we can provide historical information as a point of reference.

Year	Total spent on Awareness Campaign
July 1, 2010 – June 30, 2011	$80,000
July 1, 2011 – June 30, 2012	$100,000 (anticipated)

As with most non-profit organizations, CSPN has limited resources and is interested in creative ideas that maximize the value of the communication and PR dollar spent. Please outline your plan (which would include all associated costs, such as salary, travel, administration, etc.) by projects listed in the Scope of Services within the specified target ranges outlined below. Separate cost details should be provided for each item of the components. Also show the compensation to your agency as a separate item for each component.

$60,000 - $75,000
$75,000 – $90,000
$90,000 - $105,000

If there are specific recommendations that would exceed the above annual budget targets, please outline the additional value that could be gained with the additional investment.

F. Provide details of any state regulatory, self-regulatory organization, professional organization, litigation or other legal proceedings action taken against your firm or any of its owners, principals, or personnel, in the three preceding years.

G. CSPN is interested in providing flexibility to all Vendors in their responses to this RFP. Provide any additional comments or information relevant to your proposal that has not already been included in your responses to the preceding questions.

VI. Evaluation and Selection

All proposals timely received will be considered by CSPN.

Discussions and/or Presentations

After the review and evaluation of the proposals, CSPN may conduct interviews. Finalists chosen for interviews will be notified. CSPN reserves the right, in its sole discretion, to award the contract based upon the written proposals received without prior discussion or negotiations.

Selection

CSPN will select/recommend the firm that CSPN determines, in its sole discretion, to be fully qualified and best suited among those submitting proposals to fulfill the purposes of the RFP in a cost effective manner.

EVALUATION CRITERIA

Corporate Information

Evidence of corporate maturity, fiscal stability and full-time senior and intermediate staff resources to provide the services outlined in the Scope of Services.

Account Services

Past, current and prospective services demonstrating capabilities to mount and execute a marketing program outlined in the Scope of Services.

Account Team

Professional qualifications and work experience on similar project engagements of the account team members who will be primarily responsible for the majority of the work performed in the Scope of Services.

Action Plan for Scope of Services

An understanding of the Scope of Services to be performed and evidence of the capabilities and creativity necessary to perform the Scope of Services in a manner that is the most advantageous to CSPN.

Cost of Services

Evidence that services will be reasonably priced and provide a good value to CSPN.

VII. CONTRACT TEMPLATE

Attachment B is a contract template that will be used to negotiate a final contract for this project. In your response, please include any major concerns you have with the template.

Attachment A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK STRATEGIC PLAN (2012-2014)

PURPOSE/MISSION

To foster initiatives and mobilize resources to promote and enhance 529 plans, and to provide a forum for Network members to exchange information and ideas.

VISION

To be the leading national advocate for 529 plans to ensure that higher education is an affordable reality for all.

VALUES

- Integrity: *CSPN members act in a manner that earns and justifies the trust of those we serve.*
- Commitment: *CSPN members passionately believe in the importance of saving for higher education.*
- Professionalism: *CSPN members are competent and ethical in the fulfillment of our duties and responsibilities.*
- Innovation: *CSPN members strive to identify and enhance opportunities to save for higher education.*

CLIENTS/CUSTOMERS

(ordered according to the degree to which each directly depend upon CSPN's activities and support)

- Network membership (States; Corporate Affiliates)
- General Public
- NAST

Expectations

- ➢ Provide leadership, objective information, resources, and advice on 529 plans
- ➢ Act as the leading national advocate for strengthening and enhancing 529 plans
- ➢ Every network member will have an opportunity to participate and a voice in decision making
- ➢ Provide an open forum in which 529 plan issues & policies can be addressed & debated
- ➢ Develop consensus for positions, policies, & initiatives
- ➢ Provide training and professional development
- ➢ Respect individual State's 529 plans & autonomy

STAKEHOLDERS

(ordered according to the degree to which stakeholders, other than direct clients/customers, are impacted by or vested in CSPN's success or failure)

- Federal and State decision makers, including Congress, State legislatures, and regulators
- Business Partners
- Nonmember 529 plan entities and financial advisors
- Nonmember States (with 529 plans)

Expectations

- ➢ Provide information and advice on 529 plans
- ➢ Act as a national advocate for strengthening and enhancing 529 plans

STRENGTHS

(ordered according to the degree to which each is projected to be a significant strength during the period covered by this plan)

- Broad membership of State 529 plans and Corporate Affiliates within the Network
- Depth of experience and knowledge among members, staff, and legislative and public relations consultants
- Passionate commitment of members to the importance of saving for higher education
- Broad based talent, skills and expertise within the Network committees
- Opportunities for members to network and help each other
- Network leadership
- State Treasurer support within NAST for 529 plan initiatives and CSPN
- Collaborative participation by State and Corporate Affiliate members

WEAKNESSES

(ordered according to the degree to which each is projected to be a significant weakness during the period covered by this plan)

- Dependency upon the participation of a minority of Network members
- Governance structure inhibits rapid policy decisions and response capability
- Lack of consistent timely members' response to Network information requests hinders rapid response capability and communication strategy
- Limited funding and staffing for additional initiatives
- Perception by some State and Corporate Affiliate members that they are not valued members of the Network

OPPORTUNITIES

(ordered according to their potential emergence and impact on CSPN goals during the period covered by this plan)

- Increasing tuition and student debt affirm need for 529 plans
- Increased interest by families in the importance of saving for higher education
- Increased awareness and understanding of 529 plans by the public and Federal and State decision makers
- Capitalize upon increased media interest and CSPN resources to promote college savings through 529 plans and CSPN as the national authority on 529 plans
- Increased opportunities to work with other governmental agencies, financial groups, and businesses to strengthen awareness and use of 529 plans
- Potential for enhanced public advocacy for 529 plans due to personal experiences of participants

THREATS

(ordered according to their potential emergence and impact on CSPN goals during the period covered by this plan)

- Potential for adverse legislative, regulatory, and judicial decisions impacting 529 plans
- Uneven State oversight and control of 529 plans
- Economic uncertainties may slow 529 plan growth
- Emergence of some outside commercial interests in co-opting 529 plans
- Perception of under representation of low and middle income families in 529 plans
- Long-term viability of prepaid tuition plans
- State and program manager interests are not always aligned

Attachment A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK STRATEGIC PLAN (2012-2014)

PRIORITIZATION CRITERIA FOR STRATEGIC PRIORITIES AND GOALS

- Impact on 529 plans
- Impact on the Network and its future
- Feasibility

STRATEGIC PRIORITIES

- Strengthen the Network's role as the authoritative and objective national source for information on 529 plans
- Affirm the Network's role as the leading source to frame national policy affecting 529 plans
- Promote public awareness of the value of saving for higher education through 529 plans
- Increase Network engagement by a greater portion of its members

KEY ASSUMPTIONS

- Goals can be achieved within projected resources
- Each Executive Board member will actively participate in accomplishing at least one of the identified strategic goals of this plan
- Executive Board will review progress and consider changes to this strategic plan at least once per year
- Accomplishing this plan will require increased member engagement and support
- There will be ongoing communication with the Network membership reviewing the progress toward each of the identified strategic goals

Attachment A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK STRATEGIC PLAN (2012-2014)

Goals	Objectives	Strategies
G1: Enhance the Network's capability to frame federal legislative and regulatory issues impacting 529 plans (ongoing).	(G1)OBJ 1: Annually develop and implement a plan that identifies and prioritizes federal legislative and regulatory initiatives enhancing 529 plans by the end of Nov.	S1: Develop and implement a plan that identifies and prioritizes federal initiatives enhancing 529 plans by the end of Nov of each year. S2: Utilize legislative consultant to identify and effectively respond to federal legislative and regulatory issues impacting 529 plans.
	(G1)OBJ 2: Establish rapid response structure and procedures by end of May 2012 to respond to unanticipated federal legislative, regulatory, and judicial actions.	S1: Re-energize and task the Federal Initiatives Committee to work with the legislative consultant to develop structures and procedures to create a rapid response capability by February 2012. S2: Gain CSPN Executive Board approval for proposed rapid response structures and procedures by April 2012.
G2: Promote the Network's identity as the only objective, comprehensive national source for information on 529 plans (ongoing).	(G2)OBJ1: Position CSPN as the leading national source of 529 plan information (ongoing).	S1: Refine and implement the CSPN national communication strategy. S2: Ensure communication efforts and resources support CSPN's initiatives and vision. S3: Enhance CSPN's "thought leadership" with targeted influencers through content creation, innovative perspectives and active engagement.
	(G2)OBJ2: Enhance CSPN's national visibility and support for individual 529 plan promotional efforts (ongoing).	S1: Integrate multiple ways of communicating and distributing CSPN's position and key messages. S2: Continue an broad-based national media outreach campaign. S3: Provide national-level support for 529 Day and College Savings Month.

Attachment A: NATIONAL ASSOCIATION OF STATE TREASURERS COLLEGE SAVINGS PLANS NETWORK STRATEGIC PLAN (2012-2014)

Goals	Objectives	Strategies
G3: Increase the degree to which all members are actively engaged in Network activities and the fulfillment of its strategic goals (ongoing).	(G3)OBJ1: Promote the value of CSPN and its activities among Network members (ongoing).	S1: Develop a more efficient and timely method for informing members of CSPN's significant developments and accomplishments by the end of 2012. S2: Enhance the value of participating in Network activities for professional development, including support for obtaining CPE credits (ongoing). S3: Identify and promote member contributions to CSPN's effectiveness and success (ongoing). S4: Develop a more meaningful recognition program for acknowledging significant member contributions to CSPN by May 2012.
	(G3)OBJ2: Motivate more members to actively engage in and support Network activities (ongoing).	S1: Develop and implement a plan to ensure all members are better informed about Network needs and opportunities to contribute to its mission by May 2012. S2: Establish a development and succession program for emerging leaders by the end of 2012. S3: Establish a mentoring program for new members by the end of 2013.
	(G3)OBJ3: Identify and develop appropriately secure online alternatives to streamline data reports and reduce delays in member reporting by the end of by the end of 2013.	S1: Refine data and reporting requirements based on Network priorities and needs by the end of 2012. S2: Develop and implement appropriately secure online alternatives to streamline data reports and reduce delays in member reporting by the end of 2013.
G4: Establish strategic partnerships to substantially increase savings in 529 plans (ongoing).	(G4)OBJ1: Identify and establish strategic partners (ongoing).	S1: Chair establishes ad hoc Partnership Committee by March 2012. S2: Define potential mutual benefits of a strategic partnership with CSPN by end of 2012. S3: Identify and approach potential strategic partners by end of 2012. S4: Develop and implement a joint program with identified partner(s). S5: Evaluate benefits of partnership for increasing savings in 529 plans and determine next steps.

Attachment B

AGREEMENT NUMBER:

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT (the "Agreement") is made and entered into as of the * day of *, 200*, by and between **NATIONAL ASSOCIATION OF STATE TREASURERS**, an affiliate organization of **THE COUNCIL OF STATE GOVERNMENTS** (together referred to hereinafter as "NAST"), 2760 Research Park Drive, Lexington, Kentucky 40511-8482, and **INSERT NAME,** INSERT ADDRESS ("CONTRACTOR").

RECITALS

WHEREAS, NAST is a nonprofit organization headquartered in Lexington, Kentucky, that has received financial assistance for the INSERT NAST PROJECT TITLE (the "Project") through award(s) from INSERT AGENCY NAME**(S)** (such funder(s), together with any other funder(s) from whom NAST may receive financial assistance for the Project subsequent to the commencement date of this Agreement, sometimes hereinafter referred to individually and collectively as the "Awarding Agency"); and

WHEREAS, CONTRACTOR is a nonprofit corporation headquartered in *, that is uniquely qualified to furnish the work specified herein in connection with the Project; and

WHEREAS, NAST desires to engage CONTRACTOR, as an independent contractor, to furnish the work specified herein in connection with the Project, and CONTRACTOR desires to accept such engagement, all on the terms herein contained;

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions, and provisions set forth below and in the appendices attached hereto and made a part hereof, NAST and CONTRACTOR agree as follows:

ARTICLE 1
TERM

Section 1.1—Term. Unless extended or sooner terminated or cancelled in accordance with the terms hereof, the term of this Agreement shall commence on the date hereof and shall expire on *.

ARTICLE 2
SCOPE, CONTROL AND QUALITY OF WORK

Section 2.1—Scope of Work. NAST engages CONTRACTOR to furnish, and CONTRACTOR agrees to furnish to NAST, the work described in Appendix 1 which is attached to and made a part of this Agreement (the "Work") at the times herein specified, it being understood and agreed that time is of the essence in performance.

Section 2.2—Control of Work. CONTRACTOR shall perform the Work as an independent contractor using CONTRACTOR'S own personnel, equipment, materials, supplies, facilities, and resources. NAST is interested only in the results to be achieved, and the conduct and control of the Work will lie with CONTRACTOR. Except as herein contemplated or specified, NAST will not control the means, method, mode or manner of CONTRACTOR'S performance. Except as herein contemplated or specified, or when necessary to coordinate effectively with NAST, the Work will be performed at a location of CONTRACTOR'S choice.

Section 2.3—Quality of Work. CONTRACTOR represents that CONTRACTOR has the knowledge, resources, staff, capacity, ability, training, skills, and experience to perform the Work at a professional level at or above average industry standards. CONTRACTOR warrants that the Work shall be completed in a workmanlike manner consistent with customary standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in this Agreement; shall be reasonably satisfactory to

NAST; and shall be fit for its intended use and particular purpose, of good quality, with no material errors or defects.

Section 2.4—CONTRACTOR'S Key Personnel. CONTRACTOR designates the following staff member (the "Coordinator") to manage the Work and coordinate with NAST's primary program staff during the term hereof:

Name: _____
Address: _____
Phone: _____
Fax: _____
E-Mail: _____

In addition to the Coordinator, the following personnel are considered to be essential to the Work to be performed hereunder and are designated as key: *

CONTRACTOR represents that the Coordinator and all other key personnel have the qualifications and experience to perform their functions in the manner contemplated and required by this Agreement. CONTRACTOR shall not reassign or replace key personnel, except for reasons beyond CONTRACTOR's reasonable control, in which event CONTRACTOR shall replace any key personnel with personnel with commensurate skills and experience, and any such replacement shall be subject to NAST's prior review and approval.

ARTICLE 3
COMPENSATION AND RECORDS

Section 3.1—Consideration. As full consideration for the Work, NAST shall pay CONTRACTOR the sum of * Dollars and * Cents ($*) per hour; provided, however, that the consideration payable hereunder shall not exceed * Dollars ($*) per day; and provided further that the total consideration payable under this Agreement shall not exceed the sum of * Dollars ($*). CONTRACTOR agrees to accept such consideration as full compensation for completing the Work and to sign such waivers of lien, affidavits and receipts as NAST shall request in order to acknowledge payment.

Section 3.2—Expenses. The consideration specified in Section 3.1 hereof constitutes the full and complete consideration payable to CONTRACTOR for the Work, and NAST shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in the performance of CONTRACTOR'S obligations hereunder. Notwithstanding the foregoing, NAST shall reimburse CONTRACTOR for actual, direct, allowable, and reasonable travel expenses incurred by CONTRACTOR and required as part of the Work hereunder; provided, however, and anything contained herein to the contrary notwithstanding, that NAST shall not have an obligation to reimburse CONTRACTOR for any such expenses except to the extent they (i) have been approved in advance by NAST, (ii) comply with the Federal Travel Regulation System regulations contained in Subtitle F of Title 41 of the Code of Federal Regulations, and (iii) are properly documented by the submission of original invoices and receipts to NAST within thirty (30) days of incurring costs. Notwithstanding the foregoing, unless waived in writing by NAST, CONTRACTOR shall be reimbursed for lodging and subsistence costs on a per diem basis according to the applicable federal government per diem rates, and original receipts shall not be required for such costs. In no event will CONTRACTOR be reimbursed for the costs of entertainment, alcoholic beverages, first class airfare, rental cars without prior approval, meals and hotel costs exceeding the federal per diem rate, or dry cleaning. NAST reserves the right to disallow any items of travel expenses that it considers, in its sole discretion, to be unallowable or unreasonable to the performance of this Agreement. Anything contained herein to the contrary notwithstanding, in no event shall NAST be required to reimburse CONTRACTOR hereunder for total, cumulative travel expenses in excess of * Dollars ($*).

Section 3.3—Invoices. On or before the * day of each calendar month, CONTRACTOR shall submit to NAST an invoice for the Work furnished and reimbursable travel expenses incurred during the immediately preceding calendar month during the term hereof. All invoices submitted hereunder shall be on the form

which is attached to and made a part of this Agreement as Appendix 2. CONTRACTOR shall fully and accurately complete such form and submit to NAST an original thereof, duly executed by CONTRACTOR'S authorized signatory, together with any and all required documentation. Following the submission of an invoice, CONTRACTOR shall promptly provide any clarification, supplementation or documentation requested by NAST.

Section 3.4—Payment. Subject to the provisions of this Agreement, including, without limitation, the provisions of this Section and Section 3.5 hereof, and subject also to NAST'S right to verify the accuracy of each invoice and the satisfactory performance of the Work evidenced thereby, NAST will make payment(s) to CONTRACTOR hereunder within thirty (30) calendar days after the later of NAST'S receipt of (i) each invoice from CONTRACTOR strictly conforming to the requirements of Section 3.3 of this Agreement, or (ii) all clarification, supplementation or documentation requested by NAST pursuant to the terms of Section 3.3. Anything contained herein to the contrary notwithstanding, NAST shall have no obligation to accept or pay any invoice submitted more than thirty (30) days after the expiration, termination or cancellation of this Agreement, nor shall NAST be required to pay the final invoice submitted hereunder prior to CONTRACTOR'S full and satisfactory performance of this Agreement, in accordance with all of the terms, covenants and conditions hereof.

Section 3.5—Conditions Prerequisite to Payments. Any other provision in this Agreement to the contrary notwithstanding, in addition to its other rights and remedies, NAST may, in its sole discretion, elect to withhold or reduce payments to CONTRACTOR hereunder in the event that (i) CONTRACTOR makes or has made any misrepresentation in this Agreement or in any information furnished to NAST in connection with this Agreement; (ii) CONTRACTOR breaches any covenant, warranty, term or condition contained in this Agreement, including, without limitation, the failure to submit Work conforming to the standards specified in Section 2.3 hereof; or (iii) NAST has reasonable grounds for insecurity with respect to CONTRACTOR'S performance under this Agreement.

Section 3.6—Audit and Inspection of Records. CONTRACTOR agrees that NAST, the Awarding Agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any and all books, documents, papers, and records of CONTRACTOR that are pertinent to this Agreement, in order to make audits, examinations, excerpts, transcriptions and copies. This right also includes timely and reasonable access to CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

ARTICLE 4
RELATIONSHIP OF THE PARTIES

Section 4.1—Independent Contractor Relationship. CONTRACTOR is an independent contractor, and nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or otherwise to create any liability for NAST whatsoever with respect to the indebtedness, liabilities, or obligations of CONTRACTOR or any other party. Neither CONTRACTOR nor any of CONTRACTOR'S employees, agents, representatives, or any person or entity acting by or through CONTRACTOR shall be considered or hold itself out as an employee, servant, agent, partner, joint venturer, or representative of NAST. NAST does not agree to use CONTRACTOR exclusively, and CONTRACTOR is free to contract for similar services to be performed for others while under contract with NAST.

Section 4.2—Taxes. CONTRACTOR shall be solely responsible for, and NAST shall have no obligation with respect to, the withholding and payment of federal, state, and local taxes, fees, and assessments of every kind and nature with respect to the Work performed and the consideration payable under this Agreement, including, without limitation, all income, FICA, unemployment and other payroll taxes. CONTRACTOR shall fully and timely withhold and pay all such taxes, assessments and fees, and shall timely file properly prepared tax returns with respect thereto. CONTRACTOR shall furnish to NAST, upon request, a certificate or other evidence of compliance with all federal, state, and local laws concerning such taxes, assessments and fees. CONTRACTOR represents that CONTRACTOR has delivered to NAST

a current, executed, original IRS Form W-9; that the information contained on such form is true, correct and complete; and that the person executing such form on behalf of CONTRACTOR has full power and authority to do so.

Section 4.3—Benefits. Neither CONTRACTOR nor any of CONTRACTOR'S employees, agents, representatives, or any person or entity acting by or through CONTRACTOR shall have any claim against NAST under this Agreement or otherwise for vacation pay, sick pay, holiday pay, retirement or pension benefits, social security, worker's compensation, health or disability benefits, life insurance, unemployment insurance benefits, or employee benefits of any kind or nature whatsoever. CONTRACTOR shall provide and maintain all worker's compensation, unemployment insurance, and employee benefits required by law.

ARTICLE 5
PROPERTY RIGHTS AND PUBLICATIONS

Section 5.1—Right, Title and Interest. CONTRACTOR hereby grants to NAST, and to NAST'S successors, assigns, and licensees, permission to record, by any means, all speeches and presentations made by CONTRACTOR, or others on behalf of CONTRACTOR, as part of the Work hereunder. The Work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by NAST pursuant to this Section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression, that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented or modified by CONTRACTOR, or others on behalf of CONTRACTOR, as part of or in connection with the Work to be performed or furnished under this Agreement (collectively referred to as "Developments") are to be considered works made for hire as that term is defined in Section 101 of the Copyright Act (17 USC § 101) and shall be the sole and exclusive property of NAST, without any further consideration paid to CONTRACTOR. To the extent that the Work and the Developments may not be considered works made for hire, or to the extent that the preceding sentence is declared invalid either in substance or purpose, in whole or in part, CONTRACTOR hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to NAST, and to NAST'S successors, assigns, and licensees, all right, title, and interest in and to the Work and the Developments, including, without limitation, all copyright, patent, trademark, trade secret, trade name, and other intellectual property rights, without the necessity of further consideration; and CONTRACTOR forever waives any and all rights relating to the Work and the Developments, including, without limitation, any and all rights arising under 17 USC § 106A or any other rights of attribution, identification or authorship or rights of approval, restriction, or limitation on use or subsequent modifications. CONTRACTOR shall execute such further documents and instruments and take such further actions as NAST may reasonably request in order fully to vest, perfect, and record NAST'S right, title and interest in and to the Work and the Developments, including, without limitation, all reasonable assistance to enable NAST to prepare, file and prosecute any United States or foreign application for all types of patents, trademarks or copyright registrations that NAST deems appropriate.

CONTRACTOR further authorizes NAST and NAST's successors, assigns and licensees to use, without further consideration, CONTRACTOR'S name, likeness, voice, photograph, and biographical data in all forms and media, including, without limitation, composite or modified representations, in connection with the use, publication and promotion of any aspect of the Work and the Developments. CONTRACTOR waives the right to inspect or approve versions of CONTRACTOR'S image or biographical data used for publication or the written copy that may be used in connection therewith and forever releases NAST and NAST's successors, assigns, and licensees from any and all claims that may arise regarding the use of CONTRACTOR'S name, likeness, voice, photograph or biographical data including, without limitation, any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, rights of privacy, trademark or copyright.

Anything contained herein to the contrary notwithstanding, it is understood and agreed that this Agreement is funded by federal funds, and that the federal Awarding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work and the Developments for federal

purposes, and to authorize others to do so. Notwithstanding any provision of this Agreement, unless waived by the federal Awarding Agency, the federal government has the right to obtain, reproduce, publish or otherwise use the data first produced under an award, and to authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify or limit the rights of the federal government in any resulting invention in accordance with 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 federal Awarding Agency.

Section 5.2—Proprietary Representations and Warranties. CONTRACTOR represents and warrants that neither the Developments, the Work, the performance of CONTRACTOR'S obligations hereunder, nor the exercise of the rights herein granted to NAST shall violate or infringe any statutory, common law, proprietary, contractual or personal rights of others (including, without limitation, any copyrights, privacy rights, patents, trademarks, trade names or trade secrets); that the Developments and the Work shall be factually accurate and contain no matter libelous, slanderous, defamatory or otherwise unlawful; that the Developments and the Work shall be CONTRACTOR'S own original work or that CONTRACTOR shall have obtained all necessary permissions from any persons, entities or organizations whose materials are included in the Developments or the Work; that CONTRACTOR has full power to grant the rights herein granted to NAST; that CONTRACTOR has not previously granted any rights adverse to the rights herein granted to NAST; and that there are no rights outstanding which would diminish, encumber, or impair the full enjoyment or exercise of the rights granted by CONTRACTOR to NAST and NAST's successors, assigns, and licensees.

Section 5.3—Confidentiality. NAST shall have the sole right to determine the treatment of the Work and the Developments, including, but not limited to, the right to keep the same as a trade secret; to use, disclose, and publish the same without prior patent application or copyright registration; to file the same in its own name or the name of an affiliate; or to follow any other procedure which NAST may deem appropriate. CONTRACTOR acknowledges and agrees that the Work and the Developments are confidential and proprietary trade secret information of NAST, protected by law and of substantial value to NAST. CONTRACTOR shall take reasonable precautions to protect the confidentiality of the Work and the Developments and shall not disclose the Work or the Developments to any third party or use the same in any way, for CONTRACTOR'S own account or the account of any third party, except as expressly permitted by or required to achieve the purposes of this Agreement. Anything contained herein to the contrary notwithstanding, CONTRACTOR shall not be liable for any disclosure which (i) is or becomes within the public domain or is or becomes otherwise generally known to the public through no breach of this Agreement, (ii) is disclosed with the prior written approval of NAST, (iii) is permitted or required to be disclosed pursuant to the express terms of this Agreement, or (iv) is required by law to be disclosed, but only after NAST has been notified in writing and provided an opportunity to take appropriate action to protect its legal interest in the Work and the Developments.

Section 5.4—News Releases. As a matter of policy, NAST does not endorse the products or services of its contractors. CONTRACTOR will not make any news releases concerning this Agreement or CONTRACTOR'S performance of the Work hereunder without the prior written approval of NAST, it being understood and agreed that NAST shall have no obligation to grant such approval.

Section 5.5—Publications. All Work and Developments, including, without limitation, written, visual, and audio publications and promotional materials, that are required or permitted to be published by CONTRACTOR (the "Published Materials") shall reflect the relationship among CONTRACTOR, NAST and the Awarding Agency, and shall contain the following statement in legible, easily readable print:

> *This * is funded by an award to The Council of State Governments from INSERT NAME OF AWARDING AGENCY. Funding is not an endorsement of any products, opinions, or services. All INSERT NAME OF AWARDING AGENCY funded programs are extended to the public on a non-discriminatory basis.*

All Published Materials shall conform to the format, design, content and approach of all other materials prepared in connection with the Project, and CONTRACTOR shall ensure that the Published Materials conform to any templates and guidelines that NAST may supply with respect thereto. CONTRACTOR shall provide to NAST (i) a draft copy of all Published Materials for review and approval prior to publication or distribution, and (ii) a final copy of all Published Materials immediately following publication or distribution. Unless otherwise specified by NAST, draft and final copies of Published Materials shall be furnished to NAST in both electronic and hard copy.

Section 5.6—Irreparable Injury. The parties agree that CONTRACTOR'S breach of CONTRACTOR'S obligations under this Article 5 will result in irreparable and continuing injury and damage to NAST for which there will be no adequate remedy at law, entitling NAST to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

ARTICLE 6
AUTHORITY, COMPLIANCE WITH LAW, ASSURANCES AND CERTIFICATIONS

Section 6.1—Authority. CONTRACTOR represents and warrants that CONTRACTOR is a corporation duly organized, validly existing and in good standing under the laws of the state of *; that it has all requisite power and authority to enter into and perform this Agreement; and that the person executing this Agreement on behalf of CONTRACTOR has full power and authority to do so and to bind CONTRACTOR hereto.

Section 6.2—Compliance with Law. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, procure and maintain in full force and effect all licenses, authorizations, waivers, permits, qualifications and certifications required to perform the Work and shall fully comply with, and, subject to the provisions of Section 9.5 hereof, shall include in any permitted subcontracts hereunder provisions requiring compliance by CONTRACTOR'S subcontractors with, all applicable federal, state, and local laws, rules, regulations, orders, policies and requirements.

Section 6.3—Nondiscrimination Requirements and Equal Employment Opportunity. NAST is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, and 60-741.5 are herein incorporated by reference. CONTRACTOR will not discriminate against any employee or applicant for employment or subcontractor or bidder because of age, race, color, religion, sex, sexual orientation, ancestry, national origin, or mental or physical disability, and CONTRACTOR shall comply with the provisions of Titles VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, and E.O 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall include in any permitted subcontracts hereunder a provision requiring compliance by CONTRACTOR'S subcontractors with the provisions of this Section.

Section 6.4—Americans with Disabilities Act Requirements. NAST is fully committed to the Americans with Disabilities Act ("ADA") which guarantees nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all NAST programs, activities and services. CONTRACTOR acknowledges CONTRACTOR'S commitment to, and agrees to comply with, the ADA and, subject to the provisions of Section 9.5 hereof, to require compliance by CONTRACTOR'S subcontractors therewith.

Section 6.5—Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR represents that CONTRACTOR has signed the certification appended hereto and made a part hereof as Appendix 3, and CONTRACTOR agrees that the provisions of Section 6.9 hereof apply to such certification. In this certification, each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. CONTRACTOR shall comply, and subject to the provisions of Section 9.5 hereof, shall require CONTRACTOR'S subcontractors hereunder to comply, with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Section 6.6—Debarment and Suspension (Executive Orders 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees. CONTRACTOR represents that CONTRACTOR has signed the certification attached hereto and made a part hereof as Appendix 3, and CONTRACTOR agrees that the provisions of Section 6.9 hereof apply to such certification. CONTRACTOR shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

Section 6.7—Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. CONTRACTOR shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal Awarding Agency and the Regional Office of the Environmental Protection Agency ("EPA"). Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall include in any permitted subcontracts hereunder which exceed $100,000 a provision requiring compliance by CONTRACTOR'S subcontractors with the provisions of this Section.

Section 6.8—Rights to Inventions Made under a Contract or Agreement. If this Agreement is for the performance of experimental, developmental, or research work, the rights of the federal government, NAST and CONTRACTOR in any resulting invention shall be in accordance with 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 federal Awarding Agency.

Section 6.9—Federal Funding Assurances and Certifications. As a recipient of federal funding, CONTRACTOR makes to NAST, as covenants, representations, and warranties hereunder, the assurances and certifications contained in Appendix 3 which is attached to and made a part of this Agreement (the "Assurances and Certifications"). For purposes of this Agreement, the terms "applicant" or "applicant organization" as used in the Assurances and Certifications shall mean and refer to CONTRACTOR, and the term "awarding agency" as used in the Assurances and Certifications shall mean and refer to NAST as well as to the federal Awarding Agency. Subject to the provisions of Section 9.5 hereof, CONTRACTOR shall require CONTRACTOR'S subcontractors hereunder to execute the Assurances and Certifications.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

Section 7.1—Indemnification. To the fullest extent permitted by law, CONTRACTOR shall forever indemnify, defend and hold harmless NAST, NAST'S officers, directors, employees, representatives, agents, licensees, members and affiliates, and each of its or their heirs, personal representatives, successors and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnitees, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation or term by CONTRACTOR hereunder, or by reason of any

act or omission of CONTRACTOR or CONTRACTOR'S officers, employees, subcontractors, representatives or agents in the performance of the Work.

Section 7.2—Insurance. Without limiting CONTRACTOR'S obligations under Section 7.1 hereof, CONTRACTOR shall, at CONTRACTOR'S sole expense, procure, maintain and keep in full force and effect during the term hereof the following insurance coverage: (i) workers' compensation insurance (including a stop gap endorsement and an all states endorsement) in an amount required by law, but no less than $500,000 per accident; (ii) employer's liability insurance (with no occupational disease exclusion) with a minimum combined single limit of $1,000,000 per occurrence for bodily injury, disease and property damage; (iii) comprehensive general liability insurance (covering, without limitation, liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract) with coverage of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, and non-owned vehicles used in performance of the Work, with a minimum combined single limit of $1,000,000 for bodily injury and property damage; (v) professional liability (errors and omissions) insurance (with no copyright infringement exclusion) with a minimum combined single limit of $1,000,000 per claim; and (vi) all other insurance required by federal, state and local laws. All insurance coverage shall be on an occurrence basis; provided, however, that if coverage is available only on a claims made basis, then, anything contained herein to the contrary notwithstanding, CONTRACTOR shall continue to keep such insurance in force for a period of three (3) years following the termination, expiration, or cancellation of this Agreement. Each policy shall be issued by a nationally recognized insurance company rated by A.M. Best as "A- VII" or better and shall name NAST as an additional insured. Coverage and insurance limits shall not be reduced, altered or discontinued during the term of this Agreement or, in the case of claims made coverage, for a period of three (3) years hereafter. Upon request, CONTRACTOR shall promptly provide NAST with certificates of insurance from CONTRACTOR'S insurance carriers.

ARTICLE 8
TERMINATION, CANCELLATION, AND WINDING UP

Section 8.1—Termination due to Unavailability of Funding. This Agreement is, at the option of NAST, subject to and contingent upon NAST'S continuing receipt of funds from the Awarding Agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, NAST may terminate this Agreement, in whole or in part, effective immediately upon written notice to CONTRACTOR (or any date specified therein).

Section 8.2—Cancellation for Cause. In the event that CONTRACTOR (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation or term hereof, including, without limitation, the failure satisfactorily to perform the Work within the time requirements specified in this Agreement, or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the Work, then NAST may, in addition to and not in limitation of all other rights and remedies specified in this Agreement or available at law or in equity, cancel this Agreement for cause. Cancellation under this Section 8.2 shall be effective upon written notice to CONTRACTOR (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to CONTRACTOR and the subsequent failure of CONTRACTOR, within five (5) business days of such notice, to provide evidence, satisfactory to NAST, that the declared default or breach has been corrected.

Section 8.3—Termination for Force Majeure. This Agreement is subject to any unforeseeable circumstance beyond the reasonable control of, and without fault or negligence of, a party which makes it illegal or impracticable for such party to perform its material obligations hereunder ("an event of force majeure"), including, without limitation, acts of God, war, national emergency, terrorism and/or responses thereto, government regulations, strikes, and civil disorder. Upon the occurrence of an event of force majeure, this Agreement may be terminated effective upon written notice from the affected party to the other.

Section 8.4—Termination for Convenience. NAST may, in its sole discretion, terminate this Agreement, in whole or in part, for convenience and without cause, effective upon thirty (30) days advance notice to CONTRACTOR (or any later date specified therein).

Section 8.5—Winding Up. Upon termination of this Agreement pursuant to Sections 8.1, 8.3, or 8.4 hereof, or cancellation of this Agreement pursuant to Section 8.2 hereof, CONTRACTOR shall (i) not be entitled to, and hereby waives all claims to, compensation, damages, costs or profits related to Work not performed due to such termination or cancellation; (ii) except in the case of termination by CONTRACTOR under Section 8.3 hereof, satisfactorily complete Work in progress at the compensation specified herein (or a pro rata basis if necessary) if so requested in writing by NAST; and (iii) promptly execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by NAST. Upon termination, expiration or cancellation of this Agreement, for any purpose, CONTRACTOR shall immediately deliver to NAST all copies of the Work and the Developments, together with a report of Work completed, or in progress, through the date of termination, expiration or cancellation. CONTRACTOR shall not be entitled to withhold performance of CONTRACTOR'S obligations under this Section 8.5 on the basis of any claim for failure to pay accrued compensation hereunder.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.1—Notices. All notices or other communications required by this Agreement or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted, and addressed as follows (or to such other address as either party may specify to the other party by written notice):

If to NAST:
National Association of State Treasurers
2760 Research Park Drive
Lexington, KY 40511-8482
Attn: *
Fax: 859-244-8001
Phone: 859-244-*
E-mail: *@NAST.org

If to CONTRACTOR:
INSERT NAME
INSERT ADDRESS
Attn: *
Fax: *
Phone: *
E-mail: *

Anything contained herein to the contrary notwithstanding, invoices and payments may be delivered to the appropriate party, at the address specified above, by first-class mail, postage prepaid and, if so delivered, shall be deemed given upon receipt.

Section 9.2—Construction and Severability. Captions used in this Agreement are provided for convenience of reference only and shall not be used to construe meaning or intent. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place in which the context may require such substitution. The parties waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Agreement is their joint product. All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

Section 9.3—Governing Law and Jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of *, without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction. For any action or proceeding arising out of or related to this Agreement, sole and proper jurisdiction and venue shall be in *, and CONTRACTOR consents to the jurisdiction and venue of the state and federal courts located in * for enforcement of this Agreement.

Section 9.4—Waivers and Remedies. A waiver of any covenant, term, or condition of this Agreement shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this Agreement shall be construed to be a waiver of any other covenant, term or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term or condition. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Agreement or by law or in equity. Anything contained herein to the contrary notwithstanding, IN NO EVENT SHALL NAST OR ITS EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, OR LOST OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

Section 9.5—Assignment. CONTRACTOR shall not, by operation of law or otherwise, assign, transfer or subcontract all or any portion of CONTRACTOR'S rights or obligations under this Agreement without the prior written consent of NAST, it being understood and agreed that NAST shall be under no obligation to grant such consent.

Section 9.6—Survival. Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms and provisions contained in Section 2.3, Article 3, Article 4, Article 5, Article 6, Article 7, Section 8.5, and Article 9 hereof shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement, whether by expiration of time, operation of law or otherwise.

Section 9.7—Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Section 9.5 hereof, their respective heirs, personal representatives, successors and assigns.

Section 9.8—Entireties. This Agreement, which includes Appendices 1 through 3 hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this Agreement shall be binding unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

NATIONAL ASSOCIATION OF STATE TREASURERS	**INSERT CONTRACTOR'S NAME**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

AGREEMENT NUMBER:

APPENDIX 1
Scope of Work and Deliverable Timeline

CONTRACTOR shall perform and furnish to NAST, in accordance with the schedule specified below, the following Work:

INSERT DESCRIPTION OF WORK AND DELIVERABLE TIMELINE

AGREEMENT NUMBER:

APPENDIX 2
Form Invoice

AGREEMENT NUMBER:

APPENDIX 3
Assurances and Certifications

CONTRACTOR makes the assurances and certifications contained in *. CONTRACTOR has executed the foregoing form(s) as a part of this Agreement, and the executed form(s) is/are attached to and made a part of this Appendix 3.

ATTACH SIGNED ASSURANCES AND CERTIFICATIONS