ADDENDUM

May 3, 2010

Addendum Number: 1
Contract Number: 10713
PR Number: 014930
Procurement Officer: Tami Sherley
Telephone: 785-296-3122
E-Mail Address: tami.sherley@da.ks.gov

Item: Master IT Services Contract
Agency: Statewide
Period of Contract: There is no ending date for this contract.
Contractor: Please see the following link: http://www.da.ks.gov/purch/adds/10713-VendorList.xls

Conditions:

• The Contractors’ Contact Information has been updated above.

This addendum was recently posted to the Division of Purchases internet website. The document can be downloaded by going to the following website:

CONTRACT AWARD

Date of Award: February 18, 2010
Contract Number: 10713—Group 6
PR Number: 014930
Replaces Contract: 06361, 09030, 07896, and 02213
Procurement Officer: Tami Sherley
Telephone: 785-296-3122
E-Mail Address: tami.sherley@da.ks.gov
Web Address: http://www.da.ks.gov/purch/

Item: Master Information Technology Services Contract (MITSC)

Agency: Statewide
Period of Contract: There is no ending date for this contract
Contractors & Groups: See attached Contractors and Groups. This list will be updated periodically as Group or Contractor changes occur. Contractor Information Updates will appear in this list, as they occur, rather than in the form of an addendum.

Political Subdivisions: See Contractor List
Procurement Cards: See Contractor List
Administrative Fee: No Administrative Fees will be assessed against purchases from this contract.
Relevant Conditions:

**Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.

**Order of Preference:** Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

b. Written modifications and addenda to the executed contract;
c. This contract document;
d. The above referenced Request for Proposal (RFP) including any addenda;
e. Contractors response including any addenda, appendices and exhibits.

**Term of Contract:** This Contract has no planned ending date. The Groups within the Contract may be created or refreshed on a schedule to be solely determined by the State.

**Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or
2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

**Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

**Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**Payment:** To be established as part of awarding each Task Order (TO).

**Award:** Award is being made by providing a pre-qualified vendor list.
STATEMENT OF WORK

Background and scope:

The State of Kansas often needs independent professional expertise and Integrated Technology Services (ITS) for information technology projects. The State created an ITS contract in #06361 to deliver these services, a similar contract for SRS in #09030, a similar contract for KDOT in #07896, and a Quality Assurance (QA) or IV&V Contract in #02213. This replacement for those contracts establishes a single statewide contract with a pre-qualified list of contractors for Integrated Technology Services grouped by areas of expertise. Work shall be offered competitively to contractors within each group on an as needed basis by State agencies in the form of Task Orders (TO).

The State to date has identified 14 groups or categories of need that will be addressed over time using the processes described herein. Once all 14 groups have been awarded, the ITS contract(s) described above shall be discontinued. In the meantime, the ITS contracts may be renewed or augmented as demand exists. The groups for this contract shall be developed in separate solicitations. The State may create additional groups as needed beyond the initial 14.

There shall be no guaranteed minimum or maximum work to any one Contractor from this contract. It is the intent of the state to offer most ITS work through this RFP but the state reserves the right to offer ITS work through other RFP’s.

Services to be provided:

The state often requires that Integrated Technology Services be engaged for larger IT projects or projects. These projects usually possess significant resource requirements in their development or implementation or present other abnormal factors that an agency may not be able to address with internal resources. To acquire services under this Contract, agencies shall use the following TASK ORDER PROCESS (excerpted from the RFP):

TASK ORDER (TO) PROCESS

4.4.1 The TO process shall include the following steps:

4.4.1.1 The contracting state agency will E-mail (preferred) or fax a TO to ALL Contractors within the targeted Group, the Contract administering Procurement Officer in the Division of Purchases at 785-296-7240, and the Kansas Information Technology Office at 785-296-1168. A TO that has not been sent to ALL Contractors, Purchases, and the KITO shall not be valid.

4.4.1.2 All questions concerning the TO shall be submitted in hard copy or electronically to the agency contact person listed within the TO. The questions shall be answered and distributed via E-mail or fax by the agency contact person to ALL Contractors within the targeted group, the Division of Purchases and the Kansas Information Technology Office. Any violation of this requirement, including directing questions to persons other than the agency contact person, may result in removal of the Contractor from the contract or other corrective action, as deemed appropriate by the Division of Purchases.

4.4.1.3 TO responses shall be submitted by each interested Contractor via hard copy or e-mail (preferred) or fax by the close date specified in the TO. The TO close date will differ with each request, but shall at least have a closing date consistent with the Division of Purchases policies:

<table>
<thead>
<tr>
<th>For TOs valued at</th>
<th>Closing date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $25,000</td>
<td>at least 3 days</td>
</tr>
</tbody>
</table>
$25001 to $50,000 at least 10 days
More than $50,000 at least 21 days.
Names and resumes for all individuals on the Contractor team for the work identified in the TO shall be identified in the TO response. Only resumes of persons who are available and shall actually be assigned to the TO are to be provided.

4.4.1.4 Evaluation and review of all TO responses shall begin upon the closing date of the TO as cited on each respective solicitation. Subsequently, interviews with the Contractor may be held.

4.4.1.5 In general, evaluation of a TO response will be based on best price for competency, no major problems in prior service, and the best interest of the State of Kansas. A TO may be negotiated. However, negotiations that include any change to the specifications shall provide matching information to all Contractors on the pre-qualified list if the change is substantial enough that it would cause more than a minor alteration in the responses received. The state reserves the right to base an award on, for example, the individual Contractor’s special qualifications to perform a particular project and/or the cost and suitability of staff offered for a project and to exercise discretion in selecting a Contractor for any given assignment.

4.4.1.6 The award (or further request if additional information or clarification is required) will generally be made within five to ten working days of the due date of the response.

4.4.1.7 The chosen Contractor will be provided 2 copies of the award for the TO. The agency head or a designee authorized to contractually bind the agency will sign each award.

4.4.1.8 The Contractor shall review and have an authorized person sign the award, accepting terms of the TO and response and binding the Contractor contractually to the engagement. The Contractor shall maintain one fully executed copy. One fully executed copy shall be returned to the agency contact person. One photocopy of the fully executed TO shall be sent to the Kansas Information Technology Office and to the Division of Purchases by the Contractor.

4.4.1.9 Each award shall contain clear provisions identifying dates for delivery of ITS products and the completion of ITS activities.

4.4.1.10 In preparing, distributing, processing, evaluating, and awarding a TO, the agency and involved contractors shall in all regards and without qualification, follow all applicable state laws, rules & regulations, policies, and practices regarding procurements.

4.4.1.11 On rare occasions, non-competitive Task Orders may be executed by a contractor and agency for emergency needs. Such Task Orders shall be characterized as short-term, generally shall be for significantly smaller engagements, and shall possess characteristics that clearly identify them as being abnormal and not suitable for execution under the normal Task Order processes. Immediately on execution of an emergency Task Order, a photocopy of the fully executed TO shall be sent to the Kansas Information Technology Office and to the Division of Purchases by the Contractor.

4.4.1.12 Infrequently, and only in response to a normal Task Order (TO) process and execution, an agency and contractor may execute a Task Order on a Time & Materials basis.

4.4.2 Unless noted otherwise in a TO, the following provisions shall apply.

4.4.2.1 The state reserves the right to review and disapprove all Contractor staff prior to the commencement of work. This may include but is not limited to review of resumes,
interviews and contacting references. The state also reserves the right to review and disapprove all contract staff prior to the start of different phases of a given TO.
4.4.2.2 The state reserves the right to terminate a TO at any time. Cause for termination may include but is not limited to (a) personnel originally offered by Contractor cease affiliation with said Contractor, (b) funding terminates, (c) Contractor fails to comply with contractual/TO requirements or (d) termination is in the best interest of the State.

4.4.2.3 The state reserves the right to terminate payment for Contractor staff assigned to the agency effective upon written notice to the Contractor if performance does not meet agency expectations. The Contractor shall provide a replacement acceptable to the agency. When any replacement is necessary, the “ramp up time” for the replacement staff time shall be at no cost to the agency. The agency and the Contractor on a case by case basis will determine the “ramp up time” for replacement staff.

4.4.2.4 Contractor shall not reassign, terminate or add staff without prior written consent from the agency head or designee.

4.4.2.5 Key staff shall be identified on a TO. If a position is identified as “key” and assigned staff is removed from the position without prior consent of the agency or leaves the employ of the Contractor without thirty (30) days written notice to the agency, an amount equal to the number of hours lost shall be deducted from outstanding invoices and any future billings. The “hours lost” will be agreed on by a negotiated process between the agency and the Contractor.

4.4.2.6 Contractor shall not hire state staff or another Contractor’s staff working for the state without the written consent of the Director of the Division of Purchases or the Director’s designee. In the event a Contractor fails to comply with this requirement, the Contractor may be removed from the pre-qualified list.

4.4.2.7 Contractor staff shall be expected to work as part of a cooperative team effort with staff from other firms as well as with state staff.

4.4.2.8 Contractor staff shall perform their duties in accordance with state policies, procedures and requirements, using state specifications and standards. Applicable policies, procedures, requirements, specifications and standards will be provided to the Contractor before they may be applied. All products are subject to agency review and the buying agency has final authority in accepting services and products.

4.4.2.9 The work day schedule and leave time shall be coordinated with and approved by the agency. State holidays are sometimes inconsistent with Federal or commercial holidays. Contractor shall observe the state holiday schedule when working on an ITS engagement.

STAFFING REQUIREMENTS

4.5.1 Contractor personnel assigned to each engagement shall have adequate knowledge of systems operations and development environments, techniques, and tools.

4.5.2 Contractor personnel assigned to each engagement shall have broad knowledge of business operations, internal control concepts, and application processing controls.

4.5.3 Contractor supervisors assigned to each engagement shall have adequate supervisory, communications, and project management skills.

4.5.4 A Certified Project Manager, Certified Information Systems Auditor, or professional employee with similar credentials shall provide Contractor oversight/management. This employee shall at least review and sign off on each report delivered in a professional capacity.
4.5.5 The agency will note in the TO what the project environment includes and may limit consideration to those firms on the pre-qualified list who have experience in the named environment.
State Resources if Provided:

The state agency may assign agency staff to work with Contractor staff on an ITS engagement. If agency staff are assigned, the Contractor and agency shall clearly designate in the executed award which entity is responsible for supervision of the assigned person(s) and how their performance is to be measured.

GENERAL PROVISIONS

Unless a departure is otherwise specifically noted in writing within a TO, the following provisions shall apply to all TOs issued pursuant to this Contract:

4.7.1 All charges shall be billed in accordance with the response to a given TO. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the agency and Contractor.

4.7.2 All work shall generally be performed or based in Topeka, Kansas. There shall be no reimbursement for travel expenses other than as listed below:

4.7.1 For work done in Topeka, no travel expense shall be paid.

- Work required by the agency to be performed outside Topeka may receive reimbursement at the rates stated in the State of Kansas “Employee Travel Expense Reimbursement Handbook” in effect at the time the travel expense is incurred. The handbook is at the web site http://da.state.ks.us/ar/employee/travel/travbk.htm. Reimbursement for travel shall require prior written approval by the agency head or designee. Invoices for all travel expense reimbursement shall include applicable receipts.

4.7.3 The state agency will normally provide office space, supplies and equipment unless otherwise specified in the TO. Any abuse of agency-provided resources by the Contractor or its subcontractor may result in the award termination, the Contractor being removed from the pre-qualified list and/or recovery of any associated costs, at the sole discretion of the agency with the approval of the Director of the Division of Purchases or the Director’s designee. Recovery of any associated costs may include non-payment of current invoices, deductions from future invoices or any other means available to the agency for such recovery.

4.7.4. All contracts entered into under this RFP shall conform to all federal and state laws and regulation applicable to the agency.

4.7.5 Proprietary Rights and Ownership.

A. Contractor agrees that all computer Software which the Contractor, its employees and agents develops under this Contract (the “Custom Software”), all intermediate and partial versions thereof, all copyrightable and patentable aspects of the Software, Work Product, and Trade Secrets, as well as all copies of all such works in whatever medium fixed or embodied as well as all Deliverables resulting from Contractor’s performance of Services, program materials, flow charts, notes, outlines, and the like created in connection therewith (collectively, "Work Product"), and any formulae, processes, algorithms, ideas, and other information not generally known to the public (whether or not protected or protectable by copyright) and developed or generated by the Contractor, its employees and agents in the course of developing the Software ("Trade Secrets"), automatically at moment of creation shall be the sole property of the State upon their creation of (in the case of copyrightable works) fixation in a tangible medium of expression. Contractor hereby expressly disclaims any interest in any of them; and the Custom Software, Work Product, and Trade Secrets will be or contain valuable and proprietary information of State, and Contractor agrees not to disclose the same to any third party without the prior
written permission of the State, or to use any such items to create any other computer programs or derivative works either for its own use or otherwise.
1. The State shall have title to any inventions which are made during the course of the Work Product under this Contract as well as any patents thereon in all countries. The Contractor agrees to make written contracts with all of its officers, employees and programmers who participate in any work performed or Work Product created for the State in the form of an "Employee Invention Agreement" indicating the above ownership vests with the State upon creation, which is attached hereto and made a part of this agreement as Exhibit ____, and to submit a duplicate original of all such agreements to the State prior to the rendering of any services by any programmer under this agreement.

2. Unless otherwise provided, data which originates from this Contract shall be work product or "works for hire" as defined by the U.S. Copyright Act of 1994 and shall be owned by the State. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, custom computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall not use or in any manner disseminate such work product or "works for hire" to any third party without the prior written permission of the State. Contractor shall take all steps necessary to ensure its agents, employees, or subcontractors shall not copy or duplicate any programs or Work Products or any portion thereof, in any form, or make any disclosure with reference thereto to any third party.

3. Contractor and any individual employee or agent involved in this Contract shall promptly disclose to the State the products of their work hereunder, and those products will be deemed to be a work product or "works made for hire," and the State shall be considered to be the person for whom the work was prepared under the copyright laws of the United States.

4. Additionally, at time of creation or delivery as appropriate, Contractor shall convey to the State good title to any Equipment, Custom Software (State customization files, source, and object code), and licenses for the Pre-Existing Software, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

5. The Work Product ownership provisions of any subcontract or any Task Order or Change Order issued under this Contract shall be identical to the provisions of this Article.

B. Assignment. Contractor hereby assigns to the State, without further consideration, all of its right, title, and interest in and to all of the Custom Software, Work Product, and Trade Secrets developed by the Contractor, its employees and agents for the State during the term of this Contract, and all copies of any of them, including, without limitation, all copyright and other proprietary rights thereto throughout the world (and all renewal and extensions thereof) and including as part of such assignment, the right to create and distribute derivative works from any of the Custom Software, Work Product, or Trade Secrets. The Contractor hereby agrees to transfer to the State the entire right, title, and interest to any copyrights and any work or work product which may not be deemed "works for hire" under the copyright laws or work product, but which is produced by the Contractor in accordance with the terms of this Contract. The Contractor further agrees to execute any documents which may be necessary or appropriate to allow the State to perfect its interest in the copyright for such Work Product. The Contractor shall not be entitled to any additional payment or compensation for assisting and cooperating with the State in obtaining these copyrights.

C. Cooperation. Contractor will at all times during its service hereunder for the State and
after termination thereof for any reason, assist the State in every proper way (at Contractor's expense) to obtain for the benefit of the State patents, copyrights, trade secrets, and other legal protection for the Custom Software, Work Product, and Trade Secrets it develops for the State. To that end, Contractor agrees (i) to assist the State in registering, and from time to time (at Contractor's expense) in enforcing, all patent,
copyrights, and other rights and protections relating to the Custom Software, Work Product, and Trade Secrets in any and all countries; and (ii) to execute, acknowledge, and deliver, when so requested by the State or its attorneys, all papers, including applications for patents or copyrights, assignments, and affidavits, as they are needed in order to obtain, maintain, or renew such patents or copyrights, Trade Secrets, or other legal protection, or to vest title thereto in the State. Further, Contractor irrevocably designates and appoints the State its agent and attorney-in-fact to act for and on its behalf to execute, register, and file any such applications, and to do all lawfully permitted acts to further the registration, prosecution, and issuance of patents, copyrights, or similar protections with the same legal force and effect as if executed by Contractor.

D. **Injunctive Relief.** Contractor acknowledges that the State may not have an adequate remedy at law in the event of any breach or threatened breach by it of any provision of this Article, and that the State will suffer irreparable damage and injury as a result. Accordingly, in the event of any such breach or threatened breach, Contractor hereby consents to the granting of injunctive relief against it by any court of competent jurisdiction without the posting by the State of any bond or other security there for, and Contractor further agrees not to raise as a defense the availability of monetary damages as a remedy.

E. **License.** In the event (and to the extent) that the Software, Work Product, and Trade Secrets contain any items or elements which may be proprietary to Contractor, Contractor hereby grants to the State an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based on such proprietary items; and (ii) authorize others to do any or all of the foregoing.

4.7.6. Contractors shall provide the usual support services to their assigned staff. Monitoring assigned tasks will be completed by agency staff. This does not, however, supplant the Contractor’s responsibility for supervision of its own staff.

4.7.7. Neither Contractor nor Contractor’s personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to ensure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. Contractor shall at all times comply with applicable employment laws as regards their employees.

4.7.8. The contractor warrants fault-free performance in the processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by (identify the hardware, software, service or system). Fault free performance includes, but is not limited to the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall successfully transition into the year 2000 with the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

4.7.9. The Contractor shall be in good standing with the State of Kansas and have no significant problems in prior work for the state.

4.7.10. The Contractor shall be totally responsible for the work performed by their subcontractors and management of their subcontractors.

4.7.11. Data confidentiality shall be maintained by the Contractor and any of its subcontractors.
Contractor may be exposed to confidential state documents. The Contractor shall adhere to applicable confidentiality and security provisions as communicated by the agency. Contractor shall operate under the direction, control and supervision of the agency for the purpose of handling confidential or secured information. In the event a Contractor or subcontractor violates this provision, the Contractor and/or subcontractor may, at the sole discretion of the Director of the Division of Purchases, be barred from submitting proposals for future TO’s.
4.7.12. No Contractor or Subcontractor may perform QA or IV&V services for a project where they have any other interest, whether as a prime or subcontractor. Appointment as a QA or IV&V Contractor shall preclude appointment for any other work on the same project so long as the QA or IV&V assignment remains active.

4.7.13. Background Checks and Investigations of Staff: State may at its sole discretion conduct background checks and investigations of Contractor's staff. Contractor and Staff consent and agree to supply such personal information, including a full set of processable fingerprint impressions, and any additional information as may be required by the State or the Kansas Bureau of Investigation to perform background checks and investigations. Contractor is responsible for getting staff consent prior to starting work on this contract.

4.7.14. Agencies may include Performance clauses in Task Orders, such may include but shall not be limited to:

- Performance Bonds
- Surety Bonds
- Retainage
- Deposits
- Corporate Guaranties
- Performance Guaranties

The rights and remedies provided for the State in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law. In the event the State determines in its sole discretion that Contractor has not provided the services or goods identified in a Task Order, Contractor shall be responsible for any and all costs and expenses, including attorney's fees and expenses to hire other vendors to modify, complete, adjust finish or fix the services or goods as determined by the State.

4.7.15. A Contractor may be stricken from an awarded group for non-performance factors. Such factors may include, but shall not be limited to:

- Bankruptcy or similar events
- Acquisition by a non-performing contractor
- Conviction under Kansas criminal statutes
- Failure to maintain tax-cleared status
- Violation of the Kansas Conflict of Interest statutes
- Debarment in Kansas or another state
- Concurrence by the Division of Purchases Director that a contractor has failed to perform under a contract
- Three referrals (even if not sustained) to the Division of Purchases Director for failure to perform.

4.7.16 Keys, Time Locks, Access, Source Code and Electronic Software Disablement and Repossession Warranty. Contractor represents and warrants that it will not under any circumstances or conditions install various disabling devices, access codes, traps, copy-protection devices, keys, time or date bugs, lock-up or deactivating devices, time bombs, termination by remote access, removal of source code or other programs or code in the software or work product which could erase, corrupt, restrict use of, modify any data of the State, freeze, interfere with, or prevent the State's use of the software or its computing environment, destroy or terminate software or work product or data contained in it or bypass any internal or external software security measure in order to obtain access to the systems or data of the State without the written consent of the State. Contractor also warrants that no electronic self help will be used at anytime in the future. Should any such device appear at any time in the system, software or work product Contract agrees to pay for any and all damages, expenses and costs, including reasonable attorney's fees incurred by the State. Contractor shall also agree to pay punitive
damages for installing any such disabling device as determined by a Kansas State Court.
Project Management Provisions

4.8.1 To mitigate some of the risk inherent in projects, the state has established a Project Management Methodology (PMM) and a reporting process for all projects in the state with any significance. It is possible that some ITS-related work will be sizeable enough to qualify as a reportable project or may be part of a reportable project under the state’s standards. The current project management methodology is documented at [http://da.state.ks.us/kito/ITPMM.htm](http://da.state.ks.us/kito/ITPMM.htm) under “IT Project Management”. The methodology, when properly executed, creates at least the following for each project:

- Designated Project Team
- Designated Project Manager
- Designated Project Sponsor
- Project Steering Committee
- Configuration Management Function
- Internal Quality Assurance Function
- Risk Management Function
- Project Statement
- Project Plan
- Project Budget
  - Project Estimate Summary
  - Cost at Completion Report
- Project Schedule
  - Activity Tracking Reports
- Work Breakdown Structure
- Work Product Identification
- Configuration Management Plan
- Requirements Traceability Table
- Project Staffing Plan
- Resource Loading Profiles
- Project Organizational Chart
- Risk Management Plan
- Internal Quality Plan
- Issues Management Function
- Project Start-Up Checklist
- Project Database
- Change Manager
- Change Control Board
- Project Status Meetings

Special Pricing Provisions

Contractors may respond to requests with discounted pricing structures on an occasional basis. Consistent use of discounted pricing structures may, at the state’s sole discretion, be interpreted as a decrease in fixed prices with adjustments made accordingly to the published pricing structure in the contract announcement materials.

Contractors may change their fixed pricing structures annually.