

STATE OF VERMONT  
STANDARD CONTRACT FOR SERVICES

Project: Flexible Trip Planner -  
Mobility on Demand Sandbox Program

1. **Parties.** This is a contract for services between the State of Vermont, Agency of Transportation (hereafter called "State"), and Trillium Solutions, Inc. with its principal place of business at 6160 NE Mallory Ave., Portland, OR 97211 (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is to develop a trip planner that provides access to flexible mobility options while also building on a platform that can be adapted, utilized, and scaled elsewhere. Detailed services to be provided by the Contractor are described in Attachment A and will be performed in accordance with Attachment C.

3. **Maximum Amount.** In consideration of the services to be performed by the Contractor, the State agrees to pay the Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed Six Hundred Thousand Dollars (\$600,000.00).

4. **Contract Term.** The period of the Contractor's performance shall begin on January 16, 2017 and end on January 15, 2019. The State reserves the right to extend the contract performance for an additional one-year period.

5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Commissioner DII is required.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Contractor.

7. **Cancellation.** This contract may be canceled by either party by giving written notice at least 15 days in advance.

8. *Attachments.* This contract consists of 25 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work dated December 6, 2016

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants, dated July 1, 2016

Attachment D - Information Technology Professional Services Terms & Conditions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

By the State of Vermont, Agency of Transportation:

Date: 06/27/2017

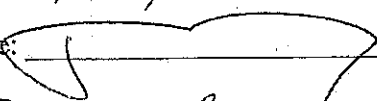
Signature: 

Name: Joe Flynn

Title: Secretary of Transportation

By Trillium Solutions, Inc.:

Date: 6/22/2017

Signature: 

Name: THOMAS CRAIG

Title: GENERAL MANAGER

**Vermont Agency of Transportation  
Flexible Trip Planner**

**Mobility on Demand Sandbox Program  
Work Plan and Statement of Work**

**Last Updated – 12/6/2016**

**BACKGRPOUND**

Trip planners have revolutionized public transit in the United States. Just 12 years ago, the only trip planners were expensive, proprietary, poorly functioning, and designed for individual systems. Now, a “Google Trip Planner” widget is ubiquitous on the websites of larger agencies and common for systems with at least three routes. GTFS data is universally funded and publicly shared by at least three states.

Rural transit operators provide a variety of services that help tailor transit to their areas including flag stops, deviated-fixed route, general service area dial-a-ride, and other forms that work better in rural areas. That means trip planners built for urban areas do not present all the options that rural residents have. These flexible modes of transit are not only for rural areas though. They are also common models to provide extra service to persons with disabilities, even in urban areas. Some business models have also sought to bring flexible transit services, such as Bridj or Ollie, to larger cities to provide trips more efficiently than public transit, and cheaper than taxis.

VTrans’ goal is to develop a trip planner that provides access to flexible mobility options while also building on a platform that can be adapted, utilized, and scaled elsewhere. This proposed trip planner will include itineraries that utilize both fixed and flexible modes of public transit. The final deliverable of this project is a mobile and desktop-accessible statewide trip planning website application. Any user will be able to define an origin and destination within the state and receive transit itineraries including those that can be found in Google, but also services like flag stops, deviated-fixed routes, and dial-a-ride. Just like the Google Maps trip planner, this web application will provide information on what trips are possible, but not book actual trips for riders.

By further developing the open-source OpenTripPlanner, this platform will leverage pre-existing technology and will be distributed back to others who can use it. After the adaptation of the OpenTripPlanner code to accept GTFS-flex data, the project team will submit that code back to the OpenTripPlanner group for incorporation into the core code. The project team will also submit comments on and suggested revisions to the emerging GTFS-flex specification, in order to provide a scalable model on which flexible public transit services can be defined for public consumption through web applications.

## **PROJECT SUMMARY**

**What:** An online trip planner that integrates not only fixed-route public transit directions, but also flexible transit options like dial-a-ride, hail-and-ride, and deviated-fixed modes.

**Why:** Online trip planners, while ubiquitous for fixed-route public transportation, leave out flexible modes including semi-flexible modes that operate along with fixed-route public transit in many areas. This means that currently these trip planners leave out many public transit offerings, particularly those that operate in rural areas, or focus on serving disadvantaged populations like the elderly or disabled.

### **Overview of Approach:**

The project approach will be based on the philosophies of user-centered design and agile development. Software and data developed during the project will be available through the public repository Github, and open to review by the public and the FTA throughout the project. The final trip planner will be designed to be both mobile-adaptive and screen-reader accessible, to ensure equal access to the greatest extent possible.

### **Goals and Objectives:**

The overall goal of the project is to provide the core technologies needed for a software ecosystem to develop that presents quality online information about flexible transit as seamlessly as users can today access fixed-route transit information.

### **Expected Outcomes:**

1. A website housing a statewide trip planner, able to accept from user's origins, destinations, time frames, and other inputs, and provide in response trip plans that utilize not only the standard walk, drive, bike, and fixed route transit, but also flexible transit modes.
2. Changes to OpenTripPlanner (OTP) for the processing of GTFS-flex data submitted back to the OpenTripPlanner main branch.
3. GTFS-flex data created for every public transit agency and many private transportation providers in the state.

**MOD Sandbox Demonstration Location:** The State of Vermont.

## PROJECT PARTICIPANTS

### Team Roles and Responsibilities

Organization	Role	Contact
VTrans	Project management	Ross MacDonald
Trillium Solution, Inc.	Development management and User advocacy	Thomas Craig
Cambridge Systematics	Software Development	Paul Sorenson

## PROJECT TASKS

Below are the major tasks of the project and associated deliverables for each of the tasks.

### Task 0: Work that should be done prior to kick-off

#### 0.1: Initial design concept sketches

For Vermont flexible services, OTP specifically needs to handle hail-and-ride, route deviation, and demand-responsive connectors. From the GTFS-Flex GitHub Page, these services can be defined as follows:

- Hail-and-ride: vehicles operating in conventional fixed-route, fixed-schedule mode and also serving a limited number of undefined stops along the route in response to passenger requests.
- Route deviation: Vehicles operating on a regular schedule along a well-defined path, with or without marked bus stops, that deviate to serve demand-responsive requests within a zone around the path. The width or extent of the zone may be precisely established or flexible.
- General service dial-a-ride: Vehicles operating in demand-responsive mode within a zone, often with one or more scheduled transfer points that connect with a fixed-route network. A high percentage of ridership consists of trips to or from the transfer points or other key landmarks.

Trillium will prepare mock ups of how customer information would be presented for the three types of services to be added to OTP, displaying within an OTP-based interface how details like pick up time, need to call agency, etc. would be presented to a user.

#### 0.2: Propose initial technical approach

CS will propose the outline of a technical approach to alter the OTP code for handling the same three scenarios described above.

#### 0.3: Coordinate with other MOD Sandbox projects

Participation in collaboration with TriMet and their partners, also working on adapting OTP within their Sandbox program, will help ensure that both projects are ultimately merged into the main branch of OTP.

#### **0.4: Revise initial approach**

Based on feedback from each other as well as TriMet and their others, Trillium and CS will revise their initial concept sketches and technical approach as necessary.

#### **0.5: Solicit ideas at Transportation Camp DC**

Trillium, CS, and VTrans staff (perhaps in collaboration with TriMet partners) will seek to present initial design ideas to the group of transportation technologists that will gather at George Mason University for Transportation Camp on January 7, 2017.

#### **0.6: (Current and ongoing) Create and maintain mailing list**

In order to facilitate future feedback gathering and testing processes, Trillium will maintain a communications database of interested parties and stakeholders in the state and around the country in order to ensure that the project maintains coordination with other efforts and that the project managers receive feedback from a diverse array of voices. All contacts will be included and categorized and the inventory will be shared with VTrans.

##### *Deliverables:*

- Finalized design mockups and development approach to deliver on subsequent tasks
- List of stakeholders interested in continued communication regarding the project

#### **Task 1. Project Management**

VTrans will be responsible for managing the project with assistance from the FTA project manager. This task provides for the overall project's management and coordination. Included in this effort are:

- An initial kickoff meeting
- Development of a project management plan (PMP)
- Maintenance of a project scope, schedule, and budget
- Project progress reporting to FTA via periodic meetings and quarterly reports

The recipient will conduct the project in accordance with the FTA Master Agreement (<https://www.transit.dot.gov/about/regional-offices/region-10/fy-2016-master-agreement>) and Circular 6100.1E (<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/research-technical-assistance-and-training-program>).

##### *Deliverables:*

- Kickoff meeting, including meeting materials and notes
- Draft PMP
- Final PMP
- Periodic meetings (e.g., conference calls, site visits)
- Quarterly progress reports

## **Task 2. Equity and Accessibility**

VTrans will develop a plan for how the project will address accessible and equitable mobility service for all travelers, including communities such as low income, the aging population, and persons with disabilities, including wheelchair users. In particular, the plan will discuss how the project will provide *equivalent* service for all travelers.

### *Deliverables:*

- Draft plan on MOD equity and accessibility
- Final plan on MOD equity and accessibility

## **Task 3. Evaluation Data Collection and Coordination with the Independent Evaluator**

The MOD Sandbox Demonstration local team will support the independent evaluation by providing input and review during evaluation planning and execution. The local team will coordinate with the independent evaluator to assist it in developing an evaluation plan and will provide the independent evaluator baseline and post-treatment qualitative data or qualitative and quantitative data as specified in the evaluation plan. The MOD Sandbox Demonstration local team will support the independent evaluator by providing access to the local team staff for surveys, interviews, and/or focus groups as identified in the evaluation plan. The local team will assist the independent evaluator with organizing and conducting surveys, interviews, and/or focus groups of team staff and MOD users as identified in the evaluation plan.

Examples of data that may be provided to the independent evaluator include, but are not necessarily limited to, the following:

- Notes from meetings with stakeholders, represented agencies, and users regarding their feedback on the project goals and outcomes
- GTFS-flex data describing public transit services throughout the state of Vermont
- When available, user analytics reports from the beta and post-launch website.

### *Deliverables:*

- Baseline and post-treatment evaluation data

## **Task 4. Knowledge Transfer**

The MOD Sandbox Demonstration local team will assist the FTA with MOD knowledge transfer. Such knowledge transfer activities may include, but may not necessarily be limited to, coordinating and communicating with other USDOT MOD activities, participating in USDOT-sponsored MOD Sandbox workshops and meetings, sharing information with other MOD Sandbox Demonstration sites, and communicating with industry organizations to provide awareness and knowledge transfer of the project and its scope, status, and results. Examples of industry organizations are the American Public Transportation Association (APTA), Community Transportation Association of America (CTAA), ITS America, and Transportation Research Board (TRB).

The local team will assist FTA in producing briefing and presentation materials concerning their MOD Sandbox Demonstration project as needed and may be requested to produce supporting multimedia materials (pictures, video clips).

*Deliverables:*

- Presentation and briefing materials, including pictures and video clips
- GTFS-flex data released through Github or vermont-gtfs.org
- Adapted OTP code released through Github
- Coordination with other MOD projects, most importantly TriMet's project which also seeks to adapt OTP

## **Task 5: User needs and software design research**

### **5.1: System research and inventory**

Trillium will lay out in conversation with each transportation agency what flexible services they offer, and collect existing research about who uses those services and in what manners they use those services. An official service inventory and description will identify distinct types of flexible services operated by each agency.

Additional services beyond the public transportation agencies in the state will also be identified and reached out to, described later on in Task 3.5.

### **5.2: On-site kick-off with key stakeholders**

Trillium will lead a discussion in Vermont with all key stakeholders in attendance, presenting the goals of the project and the needs addressed by the technology to be developed. The agenda will seek to create buy in among the stakeholders in the project, and will include

1. Introduce key partners
2. Define goals and planned deliverables of the project
3. Demonstrate planned interface based on Task 0 research
4. Receive feedback on those goals
5. Provide full project schedules and needs from partners

**Attendants:**

- CS (Paul, David) [live]
- Trillium (Thomas live, Aaron and Holly by phone)
- VTrans (Barbara, Ross, Secretary of Transportation)
- Representative from each public transit agency in Vermont [live]
- Social service and health department representatives [live]
- TriMet [phone]
- RideConnection [phone]
- AARP [phone or live]
- Bridj [?]
- User representatives (up to 5) designated by VTrans, AARP, or individual agencies in Vermont



### **5.3: User and agency needs memo**

Trillium will compose a memo detailing the findings of Tasks 5.1-3. This memo will lay out

- The flexible services exist in the state that will be integrated into the trip planner
- The core needs and priorities reported by agencies and other stakeholders
- The core needs and priorities reported by potential riders

Upon review by VTrans, the memo will be released to the full group of project contacts through a publicly viewable online document for review, consideration, and comment.

#### *Deliverables:*

- On-site kickoff providing orientation to major local stakeholders
- User and agency needs memo describing precise problems solved by development

## **Task 6: Flexible trip planner design specifications**

### **6.1: Adjust technical and design approaches**

CS and Trillium will adjust their planned technical and design approaches to the OTP programming and public trip planning website based on the findings of Task 1.

### **6.2: Incorporate approach into needs memo**

Both firms will augment the publicly available memo with an outline of a proposed design of the new flexible trip planner website. This may be done through other online documents linked to from the user needs memo, or through a basic website created specifically for communicating information about this project.

However, substantial effort will not be put into creating a detailed memo of technical or design approach at this stage. Rather, the goal will be to create a statement of design and technical intentions that can be adjusted as the project proceeds.

### **6.3: Testing plan formulation**

Based on the needs of users and agencies identified, Trillium and CS will develop a precise testing plan to seek and receive the feedback and verification of meeting desired functionalities that will be necessary to benchmark successful development. This testing plan will include initial and expected follow up milestones when users or agencies should be communicated with, as well as metrics that will define accomplishing successful implementation of particular features.

#### *Deliverables:*

- Technical approach memo
- Testing plan

## **Task 7: Develop and Collect GTFS-flex data**

### **7.1: GTFS-flex data source collection**

Following the inventory of services defined in Task 1.2, Trillium will identify all resources needed to create GTFS-flex data for those services and request necessary information from the agencies.

### **7.2: GTFS-flex data creation process**

Trillium will create public documents outlining the process for developing GTFS flex data, both from existing GTFS feeds, and for services that did not previously exist in GTFS, and publish the data creation process based on open source or commonly available tools.

### **7.3: GTFS-flex data creation tools**

In order to facilitate the efficient development and maintenance of GTFS-flex data for the State of Vermont, Trillium may create software tools or adjust existing tools.

### **7.4: GTFS-flex data creation**

Trillium will create GTFS-flex data for all flexible services in the State of Vermont, and host those files according to the same model currently in use at [vermont-gtfs.org](http://vermont-gtfs.org).

### **7.5: GTFS-flex data solicitation from private transportation providers**

Transportation providers like private taxi agencies and companies like Uber or Bridj operate or may in the future operate services in Vermont that could be represented in the GTFS-flex format. Trillium will reach out to private transportation providers in the state that could be included in the new portal and provide the information necessary to create and maintain GTFS-flex data for inclusion in the final trip planner.

### **7.6: Communication with the GTFS-flex data community**

As the GTFS-flex specification is still in development, issues may be uncovered in the creation of large amounts of the data that should be reported to the community at [gtfs-flex.org](http://gtfs-flex.org). During the creation of GTFS-flex data for Vermont, Trillium will discuss potential issues with both CS and the GTFS-flex community and suggest changes to the specification if required.

#### *Deliverables:*

- GTFS-flex data for all flexible public transit services in Vermont
- Feedback to GTFS-flex data community regarding needs of data specification

## **Task 8: Modify the OpenTripPlanner (OTP) source code to utilize GTFS-Flex data**

### **8.1: Frequent testing and review**

To add support for the services described above, OTP needs to be able to consume GTFS-Flex data and find optimal itineraries that included flexible services. The separate types of service will be pursued sequentially in order to support an agile development workflow, delivering some functionality fast and ensuring alignment with project goals.

Throughout Task 8, Trillium and CS will work together in development sprints and active testing of the software under development, and at stages defined during the Task 6.3 testing plan formulation engage developers, agencies, and users through the stakeholder inventory to seek feedback on core questions in development.

Each of the core functionality development Tasks 8.3-5 will begin with backend development by CS to provide the technology necessary to create user information. As soon as a basic user interface becomes available, Trillium will interface with CS to review the functionality according to the goals of the project. CS and Trillium will collaborate on design questions and communication with the TriMet project, the OTP community, and project stakeholders. Trillium will act as user representative in early development questions, allowing the project to move quickly, while providing consistent feedback to the development team and testing of developed code.

### **8.2: Develop GTFS-flex data ingestion**

In order to support the more flexible trip itineraries made possible by these new service models, OpenTripPlanner will require a phased series of enhancements so that it can import GTFS-Flex service data and use it to plan itineraries. Only a portion of the enhancements will need to be completed in order to implement the hail-and-ride features in Task 8.3. To support fully demand responsive modes outlined in Tasks 8.4 and 8.5, OTP will require a larger set of enhancements which will allow it to plan routes that include demand responsive vehicles. The key change will be to make OTP able to handle vehicles operating autonomously within a service area, rather than following a fixed route.

- **Consuming GTFS-Flex data.** When fixed-route GTFS data is consumed by OTP, it is combined with street network data derived from OSM. The GTFS schedules and the OSM map are combined into a searchable graph. The challenge for integrating GTFS-Flex is to allow the storage of service area polygons and travel rules within the searchable graph.
- **Representing routes without schedules.** In contrast to fixed-route trips, Call-n-Ride trips do not have preset schedules and routes. To accommodate this ambiguity a method of estimating the average travel time on a demand-responsive leg is needed. This average travel time is likely to be a function of the direct automobile travel time; however further work is needed to determine the best approach to represent modes without preset schedules.
- **Enabling polygon search.** OTP does currently have a method of matching points on a map with a polygon. It will be necessary to develop an algorithm that can quickly identify

which Call-n-Ride areas a trip passes through in order to select those Call-n-Ride areas in the optimization routine.

- **Updating the search algorithm.** OTP currently uses an A\* search algorithm to quickly identify optimal itineraries. If demand-responsive services can be fully represented within the existing graph framework used for fixed-route trips, then this algorithm may only need minor adjustments to account for the nuances associated with Call-n-Ride, though this shall require further investigation.

### **8.3: Hail-and-Ride**

Hail-and-ride functionality will be developed first because of the relative simplicity of the changes to OTP.

### **8.4: Deviated-fixed service**

Deviated-fixed service expands on fixed-route service with the ability to be picked up or dropped off within a polygon within distinct parameters and will be pursued second.

### **8.5: General service dial-a-ride**

General service dial-a-ride requires polygon search, and applies that need in the most general fashion.

#### *Deliverables:*

- Enhanced OTP code providing for flexible transit searches

## **Task 9: Develop Vermont-specific web interface**

### **9.1: Design and branding**

Trillium will elicit feedback both during the Vermont site visit and throughout the development process guidance from VTrans as to how the final deliverable of the project should be designed and branded. Design mockups will be presented to VTrans staff and key stakeholders to verify that the look and feel of the final website meets the goals of the brand.

### **9.2: Website development**

The core technologies to be released on the trip planner website will be contained within OpenTripPlanner code, but it will be necessary to build a website that houses the central user interface, brands it for the go! Vermont program, and provides basic management tools to change content like public notices and administrative links. Trillium will work with CS to build and host a website that holds the trip planner for the public to use.

#### *Deliverables:*

- Draft trip planner website for review

## **Task 10: Application hosting, testing, and launch**

### **10.1: Public beta and user review gathering**

Task 6 will put the testing process designed in Task 6.3 to work. The flexible trip planner site will be launched on a platform open to the public, but only marketed for the means of promoting testing of the platform. The trip planner will be launched on a server hosted by Trillium (using a managed Amazon Web Services instance), with the requirement of providing and verifying an email address for use of the system for testing and a clear indication that the site is “in beta.”

The goal of the testing period will be to determine whether the platform meets the standards set out in Task 2, and where it does not, what other strategies—informed by actual testing users—might help the platform meet those goals. Initial testing will be performed by Trillium, CS, and VTtrans remotely. Extensive user testing by both riders and the transit agencies in Vermont will proceed through the public website, where comments will be accepted, but also through on-site meetings and workshops led by Trillium staff, as indicated in Tasks 6.2, 6.3, and 6.4.

### **10.2: Meetings with agency staff**

Trillium staff will meet locally with each agency at their facilities, in order to discuss the project and its goals, demonstrate the testable beta website, verify the understanding gathered through research on each agency, and receive candid and individual feedback on the project.

### **10.3: Local user testing**

Trillium will hold a series of local workshops around the state of Vermont. These 6-8 2 hour workshops will be marketed to riders of the local flexible services. Trillium will organize the sessions, presenting the following agenda.

- Roll call of attendants and understanding of current system usage
- Description of project and planned outcomes
- Demonstration of existing trip planner technology
- Presentation of beta website based on new technology
- Solicitation of feedback

All attendees will be invited to participate remotely in continued testing before the launch of the system, as changes based on initial feedback are made.

### **10.4: Coordination with development team**

Trillium will hold at least bi-weekly meetings with the development team at CS throughout the duration of the project, but will communicate particularly quickly with CS during the local testing tasks of the project. Trillium will communicate as needed with CS after meetings with agencies and users in order to present unexpected findings and make changes to the beta version of the trip planner. In this manner during local testing the project team will be able to respond quickly to local needs, perform A/B tests, and adapt the beta platform as necessary.

### **10.5: Finalization and review by stakeholders**

After further development in response to the public beta the online flexible trip planner will be provided to the project stakeholders for final review and comment.

### **10.6: Coordinated launch**

VTrans will launch the website publicly with a marketing effort that focuses on the residents identified as key users during Task 1. The trip planner site will be available as a public facing site, with no need to enter any information other than an origin and destination to start planning trips from a desktop or mobile device. It will also become available to all transit agencies in the state as an alternative to the current "Google Transit" website widget that is commonly seen on transit websites.

#### *Deliverables:*

- User and agency testing and review of user and agency feedback
- Adjustment of code per feedback gathered
- Public "production" launch of flexible trip planner website

### **Task 11. Field Demonstration**

The MOD Sandbox Demonstration site will operate and maintain the MOD system for 12 months, as well as support the data requirements of the evaluation as discussed in Task 3.

#### *Deliverables:*

- Demonstration of technology over 12 months, post launch in Task 10

### **Task 12. Project Report**

Towards the end of the project, VTrans will produce a project report describing the MOD system and documenting the project process, results, lessons learned, recommendations for future research, etc. from the local perspective. Evaluation results do not need to be included in the project report as the independent evaluator will be responsible for producing an evaluation report for the site.

The project report will be required to meet FTA reporting guidelines. The FTA reporting guidelines may be found at:

- [http://www.fta.dot.gov/about/12351\\_8850.html](http://www.fta.dot.gov/about/12351_8850.html) and
- <https://www.transit.dot.gov/research-innovation/preparationinstructionsforftafinalreportsjune2013>

#### *Deliverables:*

- Draft project report
- Final project report

## BUDGET

Below is the budget for the project, by task.

Tasks and Other Activities	Cost (\$)
Task 0: Work that should be done prior to kick-off	\$20,950.00
Task 1: Project Management	\$0.00
Task 2: Equity and Accessibility	\$0.00
Task 3: Evaluation Data Collection and Coordination with the Independent Evaluator	\$0.00
Task 4: Knowledge Transfer	\$21,200.00
Task 5: User needs and software design research	\$64,550.00
Task 6: Flexible trip planner design specifications	\$29,500.00
Task 7: Develop and Collect GTFS-flex data	\$49,700.00
Task 8: Modify the OpenTripPlanner (OTP) source code to utilize GTFS-Flex data	\$358,600.00
Task 9: Develop Vermont-specific web interface	\$21,900.00
Task 10: Application hosting, testing, and launch	\$26,300.00
Task 11: Field Demonstration	\$0.00
Task 12: Project Report	\$7,300.00
<b>Total</b>	<b>\$600,000.00</b>

## SCHEDULE

The proposed scope of work and achievement of all milestones and deliverables are to be completed within 12 months from project execution in TrAMS, as shown in the below project schedule. Task 11 will continue for an additional 12 months after the delivery of the core scope, and Task 12 will take place near the end of that additional 12-month period.

Task	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2018
0														
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														

A deliverables schedule is shown below. Deliverable submittal dates are based on number of months from project execution in TrAMS. Actual dates will be specified in the PMP once the project is executed.

Task No.	Task	Deliverable(s)	Delivery Date (months from project execution)
0	Prior to Kickoff	Design Mockups	1
		List of Stakeholders	1
1	Project Management	Kickoff meeting materials	1
		Kickoff meeting notes	1
		Draft PMP	1
		Final PMP	1
		Progress reports	One month after end of Federal fiscal quarter
2	Equity and Accessibility	Draft MOD equity and accessibility plan	2
		Final MOD equity and accessibility plan	3
3	Evaluation Data Collection and Coordination with the Independent Evaluator	Evaluation data	To be specified in the evaluation plan
4	Knowledge Transfer	Presentation and briefing materials, including pictures and video clips	As requested
		Code submitted to Github	12
5	Needs Memo	On-site kick-off	3
		User and agency needs memo	3
6	Design Specifications	Technical approach memo	4
		Testing plan	4
7	GTFS-flex data	GTFS-flex creation	5
		GTFS-flex specification feedback	6
8	Enhanced OTP	Enhanced OTP code	10
9	Website design	Draft website for review	11
10	Testing and Launch	User and agency testing	11
		Adjustment of code	12
		Public Launch	13
11	Field Demonstration	Demonstration start	13
		Demonstration completion	24
12	Project Report	Draft project report	23
		Final project report	24



## PAYMENT PROVISIONS

The State shall pay the Contractor as follows:

- A. **Firm Fixed Price.** The State agrees to pay the Contractor and the Contractor agrees to accept as full compensation for the performance of all services and expenses encompassed under this contract the firm fixed price of Six Hundred Thousand Dollars (\$600,000.00) as specified in the table below:

Tasks and Other Activities	Cost (\$)
Task 0: Work that should be done prior to kick-off	\$20,950.00
Task 1: Project Management	\$0.00
Task 2: Equity and Accessibility	\$0.00
Task 3: Evaluation Data Collection and Coordination with the Independent Evaluator	\$0.00
Task 4: Knowledge Transfer	\$21,200.00
Task 5: User needs and software design research	\$64,550.00
Task 6: Flexible trip planner design specifications	\$29,500.00
Task 7: Develop and Collect GTFS-flex data	\$49,700.00
Task 8: Modify the OpenTripPlanner (OTP) source code to utilize GTFS-Flex data	\$358,600.00
Task 9: Develop Vermont-specific web interface	\$21,900.00
Task 10: Application hosting, testing, and launch	\$26,300.00
Task 11: Field Demonstration	\$0.00
Task 12: Project Report	\$7,300.00
<b>Total</b>	<b>\$600,000.00</b>

Payment shall be monthly based on percentage of deliverable and/or task. Each deliverable shall be reviewed and accepted by the State prior to payment.

- B. **Expenses.** The above costs are all inclusive. The State shall not be responsible for additional expenses of the Contractor.
- C. **Maximum Limiting Amount.** The total amount to be paid to the Contractor for all services shall not exceed a maximum limiting amount of Six Hundred Thousand Dollars (\$600,000.00).

The parties acknowledge that federal funds may participate in the cost of the services described in this Agreement. Accordingly, the provisions of Title 23, United States Code; and 49 Code of Federal Regulations, Part 18, are incorporated herein by reference in the same proportion as federal funds expended on the above-captioned project.

Contract with Trillium Solutions, Inc.

D. *Invoices.* Contractor will submit a bill or invoice to:

Vermont Agency of Transportation  
Public Transit Coordinator  
1 National Life Drive  
Montpelier, VT 05633-5001

All invoices and correspondence shall indicate the contract title and the contract number from the heading on page 1 of this Contract. One original and three copies are required. Copies of Fuel Sales Records must be submitted to verify Fuel Truck Operation rate invoicing.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited, notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

**B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired

in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and

liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**29. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**30. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**31. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**32. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)



ATTACHMENT D  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES  
TERMS AND CONDITIONS

1. The parties mutually agree and acknowledge that the fundamental nature and purpose of the undertakings covered by this contract, funded under the Federal Transit Administration's Mobility on Demand Sandbox Demonstration grants, are innovation and prototyping.
2. Accordingly, the goal, rather than either contractor or State owning any products produced under this contract, is to make the results of the contracted innovation and prototyping fully and openly available to the widest possible audience, for use on an open source, open data, where-is and as-is basis, and without any representations or express or implied warranties as to content or merchantability or fitness for a particular purpose, but to allow others to further utilize and innovate based upon and building from the results from this contract.
3. Except as expressly stated, nothing herein shall be deemed to confer any benefit upon any person or entity that is not a party to this agreement; any benefits to anyone other than the State or contractor are intended solely for the entire public at large.
4. The work to take place under the Contract involves the use of preexisting open source materials, meaning any software source code that is distributed without fees under a license that permits use, modification, and redistribution in modified or unmodified form. Accordingly, the Contractor and State each agree to comply with requirements associated with those pre-existing open source materials, and that may be applicable to products of this contract that incorporate or rely on open source materials.
5. Neither State nor Contractor make any express or implied warranty as to any research, Invention, or product, whether tangible or intangible, resulting from the work under this contract, including but not limited to:

Work under this contract will adapt code originally created by other developers, and the State and Contractor make no representations or warranties with respect to any code developed prior to the project itself against defects within that code, and disclaim any express or implied warranties with respect to such pre-existing code.

Although the products of this contract will be available for others' use and additional subsequent adaptation and innovation, future developers, and any riders using the trip planner, take any products or results from this contract on an as-is where-is basis, and must use their own discretion to determine the safety of all suggested trips, or any other application or use of the results of this contract.

Neither State nor Contractor make any express or implied warranty as to the merchantability or fitness for a particular purpose of any research, Invention, or product, whether tangible or intangible.

6. Nothing in the foregoing shall excuse Contractor from its duties of performance in relation to the tasks and deliverables or otherwise meet the performance standards within the Contract.
7. In addition to the insurance specified in Attachment C, the Contractor shall carry Technology Professional Liability insurance for any and all services performed under this Contract, with minimum coverage of \$1 million per claim, \$1 million aggregate, with the State as an additional insured.

State Contract No. **PS0550**

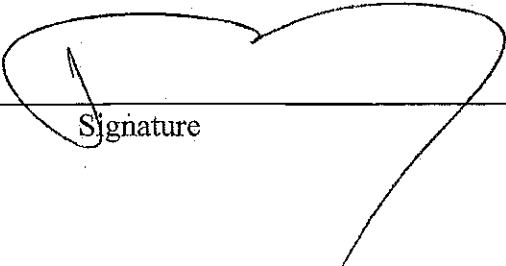
Federal-Aid Project: **Flexible Trip Planner - Mobility on Demand Sandbox Program**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the GENERAL MANAGER and duly authorized representative of the firm of TRILLIUM SOLUTIONS, INC., whose address is 6106 NE MALLORY AVE, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or the consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Agency of Transportation and the U. S. Department of Transportation, Federal Highway Administration, in connection with this contract involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

  
\_\_\_\_\_  
Signature

6/22/2017  
\_\_\_\_\_  
Date




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>State Farm</b> 	Gunnar R Olson 107 SE Washington St. Suite 143 Portland, OR 97214	<b>CONTACT NAME:</b> Gunnar Olson <b>PHONE (A/C, No, Ext):</b> 503-230-0216 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 25143
	<b>INSURED</b> TRILLIUM SOLUTIONS INC 6106 NE MALLORY AVE PORTLAND OR 97211-2552			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			97-BE-Y572-3	06/02/2017	06/04/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Business Property \$ 16,900
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			97-BE-Y572-3	06/02/2017	06/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	97-B1-Z440-5	06/02/2017	06/04/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Party shall name State of Vermont and its officers and employees as additional insured for liability arising out of this Agreement.

## CERTIFICATE HOLDER

## CANCELLATION

State of Vermont Agency of Transportation  
1 National Life Dr.  
Montpelier, VT 05633-5001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Keisha House*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:		
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Hiscox Insurance Company Inc	10200	
INSURED  Trillium Solutions Inc 610 SW Broadway Suite 308  Portland OR 97205	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			UDC-1986619-EO-17	05/27/2017	05/27/2018	Each Claim:	\$ 1,000,000
							Aggregate:	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2016

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<b>PRODUCER</b> Gunnar R Olson 107 SW Washington Street, STE 143 Portland, OR 97214 	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 503-692-1980 <b>FAX (A/C, No):</b> 503-692-1346	
<b>INSURED</b> Trillium Solutions 6106 NE Mallory Ave Portland, OR 97211	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> State Farm Fire and Casualty Company	25143
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	97-BE-Y572-3	06/04/2016	06/04/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Collision Deductible \$
	UMBRELLA LIAB EXCESS LIAB OED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTH-ER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	97-BZ-J234-7	06/04/2016	06/04/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> State of Vermont Agency of Transportation 1 National Life Dr. Montpelier, VT 05633-5001	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>State Farm</b> Gunnar R Olson 107 SE Washington St Suite 143 Portland, OR 97214		<b>CONTACT NAME:</b> Gunnar Olson <b>PHONE (A/C, No, Ext):</b> 503-230-0216 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Trillium Solutions Inc. 6106 NE Mallory Ave Portland, OR 97211		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25143	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			97-BE-Y572-3	06/04/2016	06/04/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Personal Property \$ 1,650
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			97-BE-Y572-3	06/04/2016	06/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	97-BZ-J234-7	06/04/2016	06/04/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Party shall name State of Vermont and its officers and employees as additional insured for liability arising out of this Agreement

## CERTIFICATE HOLDER

## CANCELLATION

State of Vermont Agency of Transportation 1 National Life Dr. Montpelier, VT 05633-5001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Keisha House</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2017

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<b>PRODUCER</b> State Farm, Gunnar Olson Agent 8100 SW Nyberg Street, Suite 100 Tualatin, OR 97062 	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (A/C, No, Ext): 503-692-1980	<b>FAX</b> (A/C, No): 503-692-1346
<b>INSURED</b> TRILLIUM SOLUTIONS INC 610 SW Broadway Ste 308 Portland, OR 97205	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> State Farm Fire and Casualty Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b> 25143		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	97-BE-Y572-3	06/04/2017	06/04/2018	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	97-BE-Y572-3	06/04/2017	06/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	97-B1-Z440-5	06/04/2017	06/04/2018	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**State of Vermont Agency of Transportation  
One National Life Dr  
Montpelier, VT 05633-5001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara Kleinknecht

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2017

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<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
<b>INSURED</b> Trillium Solutions Inc 610 SW Broadway Suite 308 Portland, OR 97205	<b>E-MAIL ADDRESS:</b> contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hiscox Insurance Company Inc	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 10200		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N		UDC-1986619-EO-17	05/27/2017	05/27/2018	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of Vermont Agency of Transportation  
One National Life Dr  
Montpelier, VT 05633-5001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GET THE RIGHT INSURANCE, RIGHT NOW

## Your Insurance documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 888-202-3007 (Mon-Fri, 8am-10pm EST).

### Your insurance documents

#### Declarations Page

This contains specific policy information, such as the limits and deductibles you have selected.

#### Policy Wording

This details the terms and conditions of your coverage, subject to policy endorsements.

#### Endorsements

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

#### Notices

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

#### Application Summary

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

### Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available so we can handle your call quickly.

**Email:** [reportclaim@hiscox.com](mailto:reportclaim@hiscox.com)

**Phone:** 866-424-8508

**Mail:** Attn: Direct Claims  
Hiscox  
520 Madison Avenue - 32nd Floor  
New York, NY, 10022



GET THE RIGHT INSURANCE, RIGHT NOW

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# Declarations Page



# HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600 Chicago Illinois 60603

## Professional Liability Insurance Declarations

This is a "Claims Made and Reported" Policy in which Claim Expenses are included within the Limit of Liability unless otherwise noted. Those words (other than the words in the captions) which are printed in Boldface are defined in the Policy.

Policy No.:	UDC-1986619-EO-17	
1. Named Insured:	Trillium Solutions Inc	
2. Address:	610 SW Broadway Suite 308 Portland, OR 97205	
3.A. Limit of Liability:	\$ 1,000,000 Each Claim	
3.B.	\$ 1,000,000 Aggregate for all Claims	
4. Deductible:	\$ 500 Each Claim	
5. Notice:	Phone: 866-424-8508 Email: reportclaim@hiscox.com Mail: Hiscox 520 Madison Avenue-32nd Floor Attn: Direct Claims New York, NY, 10022	
6. Policy period:	From: May 27, 2017	To: May 27, 2018
At 12:01 A.M. (Standard Time) at the address shown above.		
7. Retroactive Date:	May 01, 2009	
8. Premium:	\$ 2,187.00	
9. Attachments:		

DPL D001 CW (01/10) - Professional Liability Errors & Omissions Insurance Declarations  
DPL P001 CW (05/13) - Professional Liability Coverage Form  
DPL E5036 CW (08/15) - E5036.2 Technology Services/IT Consulting Services Endorsement (Software Copyright Infringement)  
DPL E5146 OR (01/12) - E5146.1 Oregon Amendatory Endorsement  
DPL E5424 CW (02/15) - Blanket Additional Insured Endorsement  
INT N001 CW (01/09) - Economic And Trade Sanctions Policyholder Notice



**HISCOX INSURANCE COMPANY INC. (A Stock Company)**  
104 South Michigan Avenue, Suite 600 Chicago Illinois 60603

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

*Bigin Wat*

President

*Michael L. J. J.*

Secretary

*Carl J. Bue*

Authorized Representative



GET THE RIGHT INSURANCE, RIGHT NOW

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# Policy Wording



**PROFESSIONAL LIABILITY – US DIRECT  
ERRORS AND OMISSIONS INSURANCE**



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

### ABOUT THIS POLICY

The Hiscox Professional Liability – US Direct policy is designed to offer coverage for the risks entities face in performing their **Professional Services**. **We** urge **You** to read this Policy carefully so **You** understand the insurance that **You** have purchased, and the full extent of **Your** and **Our** rights and duties under this Policy. Please note that all words and phrases that appear in bold-type (except headings) have special meaning and are defined in the Definitions section of this Policy. Coverage for all **Claims** is subject to the entire terms and conditions of the policy.

#### Coverage for Claims Made Against You

**You** have purchased insurance that provides coverage for **Claims** made against **You**. **We** will pay **Damages** on **Your** behalf for any **Claim** that falls within the Insuring Agreement and within all of the terms and conditions outlined in the policy. Covered **Claims** are for **Your Wrongful Acts** in providing or failing to provide **Professional Services**. To determine who is an **Insured** please refer to the Definitions and Spousal and Domestic Partner section of the policy. Additionally, for coverage to apply, **You** must comply with all **Your** obligations as outlined in the Notice of Claims, Notice of Potential Claims, and the rest of the policy. The most **We** will pay is outlined in the Limits of Liability Section and items **We** will not pay are outlined in the Exclusions section. **You** are responsible for payments as outlined in the Deductible section.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

In consideration of the premium charged and in reliance on the statements made and information provided to **Us**, including but not limited to the statements made and information provided in and with the **Application**, which is made a part of this Policy, as well as subject to the Limits of Liability, the Deductible and all of the terms, conditions, limitations and exclusions of this Policy, **We** and **You** agree as follows:

### I. INSURING AGREEMENT, DEFENSE AND SETTLEMENT

#### A. INSURING AGREEMENT

**We** shall pay on **Your** behalf **Damages** and **Claim Expenses** in excess of the Deductible resulting from any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**.

**We** shall also pay on **Your** behalf all **Supplemental Payments** in connection with any covered **Claim** that is first made against **You** during the **Policy Period** and reported to **Us** pursuant to the terms of the Policy for **Wrongful Acts** committed on or after the **Retroactive Date**. No Deductible shall apply to **Supplemental Payments**.

#### B. DEFENSE

1. **We** shall have the right and the duty to defend any covered **Claim**, even if such **Claim** is groundless, false or fraudulent.
2. **We** shall have the right to appoint defense counsel upon being notified of such **Claim**.
3. Notwithstanding paragraph 2., **We** shall have no obligation to pay **Claim Expenses** until **You** have satisfied the applicable Deductible.
4. **Our** duty to defend shall terminate upon the exhaustion of the Limit of Liability as set forth in Item 3. of the Declarations.

#### C. SETTLEMENT

1. **We** shall have the right to solicit and negotiate settlement of any **Claim**.
2. **We** shall not, however, enter into a settlement without **Your** prior consent, which consent shall not be unreasonably withheld.
3. If **You** shall refuse to consent to any settlement recommended by **Us**, **Our** liability for such **Claim** shall not exceed the amount for which such **Claim** could have been settled plus **Claim Expenses** incurred up to the date of such refusal.



**II. NOTICE OF  
CLAIMS AND  
NOTICE OF  
POTENTIAL  
CLAIMS****A. NOTICE OF CLAIMS**

1. As a condition precedent to any coverage under this Policy, **You** shall give written notice to **Us** of any **Claim** as soon as practicable, but in all events no later than:
  - a. the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**); or
  - b. 60 days after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**) so long as such **Claim** is made within the last 60 days of such **Policy Period** (or any purchased **Optional Extended Reporting Period**).
2. Such notice shall be sent to **Us** at the address set forth in Item 5. of the Declarations.
3. Such notice shall include any and all documents related to such **Claim**, including every demand, notice, summons or other applicable information received by **You** or by **Your** representative.

**B. NOTICE OF POTENTIAL CLAIMS**

If **You** first become aware during the **Policy Period** of any **Wrongful Act** that might be reasonably likely give rise to a covered **Claim**, **You** may give written notice to **Us** of such potential **Claim** during the **Policy Period**. Such notice must include to the fullest extent possible:

1. the identity of the potential claimant;
2. the identity of the person(s) who allegedly committed the **Wrongful Act**;
3. the date of the alleged **Wrongful Act**;
4. specific details of the alleged **Wrongful Act**; and
5. any written notice from the potential claimant describing the **Wrongful Act**.

If such notice is accepted as a "potential **Claim**," then any actual **Claim** that is subsequently made shall be deemed to have been first made on the date such "potential **Claim**" was first reported to **Us**.

Provided, however, **You** may not report "potential **Claims**" during any purchased **Optional Extended Reporting Period**.

**C. OPTIONAL EXTENDED REPORTING PERIOD**

1. If **We** or the **Named Insured** cancel or non-renew this Policy (as described by Endorsement hereto), then the **Named Insured** shall have the right to purchase for an additional premium an **Optional Extended Reporting Period**. Provided,



## PROFESSIONAL LIABILITY -- US DIRECT ERRORS AND OMISSIONS

however, the right to purchase an **Optional Extended Reporting Period** shall not apply if:

- a. this Policy is canceled by **Us** for nonpayment of premium (as described by Endorsement hereto); or
  - b. the total premium for this Policy has not been fully paid.
2. The **Optional Extended Reporting Period** will apply only to **Claims** that:
- a. are first made against **You** and reported to **Us** during such **Optional Extended Reporting Period**; and
  - b. are for **Wrongful Acts** committed on or after the **Retroactive Date** but prior to the effective date of cancellation or non-renewal (as described by Endorsement hereto).
3. The additional premium for such **Optional Extended Reporting Period** shall not exceed 200% of the annualized expiring premium for an **Optional Extended Reporting Period** of 3 years.

The additional premium for such **Optional Extended Reporting Period** shall be fully earned at the inception of such **Optional Extended Reporting Period**.

4. Notice of election and full payment of the additional premium for the **Optional Extended Reporting Period** must be received within 30 days after the effective date of cancellation or non-renewal (as described by Endorsement hereto). In the event the additional premium is not received within the 30 days, any right to purchase the **Optional Extended Reporting Period** shall lapse and no further **Optional Extended Reporting Period** shall be offered.

The Limits of Liability applicable during any purchased **Optional Extended Reporting Period** shall be the remaining available Limits of Liability under this canceled or non-renewed Policy (as described by Endorsement hereto). There shall be no separate or additional Limit of Liability available for any purchased **Optional Extended Reporting Period** and the purchase of any **Optional Extended Reporting Period** shall in no way increase the Limit of Liability set forth in Item 3. of the Declarations.

### III. EXCLUSIONS

This Policy does not apply to and **We** shall have no obligation to pay any **Damages, Claim Expenses** or **Supplemental Payments** for any **Claim**:

- A. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions; provided, however, that:
1. **We** will pay **Claim Expenses** until there is a final adjudication establishing such conduct, at which time **You** shall reimburse **Us** for such **Claim Expenses**; and
  2. this exclusion shall not apply to otherwise covered intentional acts or omissions resulting in a **Personal Injury**.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

- B. based upon or arising out of any actual or alleged gaining of any profit or advantage to which **You** were not legally entitled.
- C. based upon or arising out of any actual or alleged wrongful termination, retaliation or discrimination against or harassment of any past, present, future or potential **Employee**, including but not limited to any violations of federal, state or local statutory or common law.
- D. based upon or arising out of any actual or alleged **Wrongful Act** that:
  - 1. was committed prior to the **Retroactive Date**;
  - 2. has been the subject of any notice given under any other policy of which this Policy is a renewal or replacement; or
  - 3. **You** had knowledge of prior to the **Policy Period** and had a reasonable basis to believe that such **Wrongful Act** could give rise to a **Claim**; provided, however, that if this Policy is a renewal or replacement of a previous policy issued by **Us** providing materially identical coverage, the **Policy Period** referred to in this paragraph will be deemed to refer to the inception date of the first such policy issued by **Us**.
- E. brought by or on behalf of any federal, state or local government agency or professional or trade licensing organization; provided, however, this exclusion shall not apply to claims brought in their capacity as a client receiving **Your Professional Services**.
- F. brought by or on behalf of one **Insured** against another **Insured**.
- G. brought by or on behalf of any person or entity maintaining **Effective Control** of **You**.
- H. based upon or arising out of any actual or alleged violation of the following laws, including any similar provisions of any federal, state or local statutory or common law:
  - 1. the Securities Act of 1933 (as amended);
  - 2. the Securities Exchange Act of 1934 (as amended);
  - 3. any state blue sky or securities laws (as amended);
  - 4. the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq. (as amended);
  - 5. the Employee Retirement Income Security Act of 1974 (as amended);including any rules or regulations promulgated thereunder.
- I. based upon or arising out of any actual or alleged obligation under any Workers' Compensation, Unemployment Compensation, Employers Liability or Disability Benefit Law, including any similar provisions of any federal, state or local statutory or common law.
- J. based upon or arising out of any actual or alleged liability of others that **You** assume under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

<b>PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS</b>
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- K. based upon or arising out of any actual or alleged **Bodily Injury** or **Property Damage**.
- L. based upon or arising out of any actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**.
- M. based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent or theft of trade secret.
- N. based upon or arising out of any actual or alleged false or deceptive advertising of **Your** goods or services or misrepresentation in advertising of **Your** goods or services, including but not limited to any wrongful description of prices of **Your** goods or services or the quality or performance of **Your** goods or services.
- O. based upon or arising out of any actual or alleged breach of contract or breach of any implied or express warranty or guarantee; provided, however, this Exclusion shall not apply to:
  - 1. any obligation you have to perform your **Professional Services** with reasonable skill or care; or
  - 2. any liability **You** would have had in absence of such contract, warranty or guarantee.
- P. based upon or arising out of any actual or alleged violation of any federal, state or local statutes, ordinances or regulations regarding or relating to unsolicited telemarketing, solicitations, emails, faxes or any other communications of any type or nature, including but not limited to any "anti-spam" and "do-not-call" statutes, ordinances, or regulations.
- Q. based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- R. based upon or arising out of any actual or alleged failure to protect any non-public, personally identifiable information in **Your** care, custody or control.
- S. based upon or arising out of any actual or alleged actuarial services, medical or nursing services, insurance agent/broker services, legal services or services as an architect or engineer.

<b>IV. LIMITS OF LIABILITY, DEDUCTIBLE AND RELATED CLAIMS</b>
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**A. LIMIT OF LIABILITY**



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

Regardless of the number of **Claims** made during the **Policy Period** (or applicable **Extended Reporting Period**), the maximum that **We** shall be liable to pay for all covered **Damages**, **Claim Expenses** and **Supplemental Payments** shall be as follows:

1. The amount set forth in Item 3.A. of the Declarations as "Each **Claim**" shall be the maximum amount for each covered **Claim**.
2. The amount set forth in Item 3.B. of the Declarations as "Aggregate for all **Claims**" is the maximum amount for all **Claims** combined.
3. Notwithstanding 1. and 2. above, **Our** liability for **Supplemental Payments** shall not exceed \$250 per day for each **Insured** up to \$5,000 per **Claim**, which amounts shall reduce the amounts described in 1. and 2. above.

### B. DEDUCTIBLE

1. **We** shall not be responsible for payment of **Damages** or **Claims Expenses** until the Deductible amount has been satisfied.
2. **We** may at **Our** discretion advance payment of **Damages** or **Claims Expenses** within the Deductible amount on **Your** behalf, but **You** shall reimburse **Us** for any such amounts as soon as **We** request such reimbursement.
3. No Deductible amount shall apply to **Supplemental Payments**.

### C. RELATED CLAIMS

For purposes of the applicable Deductible and Limit of Liability, all **Claims** based upon or arising out of continuous, repeated, related or interrelated **Wrongful Acts** shall be considered a single **Claim** first made against **You** in the **Policy Period** the first such **Claim** was made.

## V. OTHER MATTERS AFFECTING COVERAGE

### A. ESTATES, HEIRS, LEGAL REPRESENTATIVES, SPOUSES & DOMESTIC PARTNERS

This Policy shall apply to **Claims** brought against:

1. the heirs, executors, administrators, trustees in bankruptcy, assignees and legal representatives of any **Insured** in the event of such **Insured's** death or disability;  
or
2. the legal spouse or legal domestic partner of any **Insured**;

but only:

1. for the **Wrongful Acts** of such **Insured**; or



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

2. in connection with their ownership interest in property which the claimant seeks as recovery for actual or alleged **Wrongful Acts** of such **Insured**.

### B. INSURED DUTY TO COOPERATE

**You** shall have the duty to cooperate with **Us** in the defense, investigation and settlement of any **Claim**, including but not limited to:

1. upon request, submit to examination and interrogation under oath by **Our** representative;
2. attend hearings, depositions and trials as requested by **Us**;
3. assist in securing and giving evidence and obtaining the attendance of witnesses;
4. provide written statements to **Our** representative and meet with such representative for the purpose of investigation and/or defense; and
5. provide all documents **We** may reasonably require.

### C. INSURED OBLIGATION NOT TO INCUR EXPENSE OR ADMIT LIABILITY

**You** shall not, except at **Your** own cost, make any payment, incur any expense, admit any liability, settle any **Claim** or assume any obligation without **Our** prior consent.

### D. ACTION AGAINST THE INSURER

No action shall be taken against **Us** unless:

1. **You** have complied fully with all the terms and conditions of this Policy; and
2. the amount of **Your** obligation to pay shall have been finally determined either by judgment against **You** after actual trial, or by written agreement between **You, Us** and the claimant.

No person or organization shall have any right under this Policy to join **Us** as a party to any **Claim** against **You** nor shall **We** be impleaded by **You** or **Your** legal representatives in any such **Claim**.

### E. OTHER INSURANCE

This Policy shall be excess insurance over any other valid and collectable insurance available to **You**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the Limit of Liability provided in this Policy.

### F. SUBROGATION

1. In the event of any payment by **Us** under this Policy, **We** shall be subrogated to all of **Your** rights of recovery to such payment.
2. **You** shall do everything that may be necessary to secure and preserve such subrogation rights, including but not limited to the execution of any documents necessary to allow **Us** to bring suit in **Your** name.



## PROFESSIONAL LIABILITY -- US DIRECT ERRORS AND OMISSIONS

3. **You** shall do nothing to prejudice such subrogation rights without first obtaining **Our** written consent.
4. Any recovery shall first be paid to **Us** up to the amount of any **Damages, Claim Expenses** or **Supplemental Payments** that **We** have paid. Any remaining amounts shall be paid to **You**.
5. Notwithstanding the above, no subrogation shall be had against any **Insured**.

### G. ALTERATION AND ASSIGNMENT

No change in, modification of or assignment of interest under this Policy shall be effective unless made by written endorsement to this Policy signed by **Our** authorized representative.

### H. REPRESENTATIONS

As a condition precedent of **Our** obligations under this Policy, **You** represent that:

1. the statements and representations made by **You** in the **Application** are true and are the basis of the Policy and are to be considered as incorporated into and constituting a part of this Policy;
2. the statements and representations made by **You** in the **Application** shall be deemed material to the acceptance of the risk assumed by **Us** under the Policy;
3. this Policy is issued in reliance upon the truth of the statements and representations made by **You** in the **Application**; and
4. in the event the **Application** contains misrepresentations which materially affect the acceptance of the risk assumed by **Us** under this Policy, this Policy shall be *void ab initio*.

### I. BANKRUPTCY OR INSOLVENCY

**Your** bankruptcy or insolvency shall not relieve **Us** of any of **Our** obligations under this Policy.

### J. TERRITORY

This Policy shall apply to **Wrongful Acts** committed anywhere in the world, provided that any action, arbitration, or other proceeding for, in relation to, or arising from the **Claim** is brought within the United States, its territories or possessions, or Canada.

### K. FALSE OR FRAUDULENT CLAIMS

If any **Insured** shall commit fraud in proffering any **Claim** or regarding the amount or otherwise, this Insurance shall become void as to such **Insured** from the date such fraudulent claim is proffered.

### L. NAMED INSURED RESPONSIBILITIES



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

It shall be the responsibility of the **Named Insured** to act on behalf of all other **Insureds** with respect to the following:

1. giving and receiving notice of cancellation and/or non-renewal (as described by Endorsement hereto);
2. payment of premium
3. receipt of return premiums;
4. acceptance of changes to this Policy; and
5. payment of Deductibles.

### M. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit **Your** books and records as they related to this Policy at any time during the **Policy Period** (or any purchased **Optional Extended Reporting Period**) or up to three years after the end of the **Policy Period** (or any purchased **Optional Extended Reporting Period**).

### N. TITLES

Titles of sections of and endorsements to this Policy are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

## VI. DEFINITIONS

- A. **Application** means the signed application for the Policy, whether submitted on-line, over the phone or on paper, including any attachments and other materials or statements submitted in conjunction therewith. If this Policy is a renewal or replacement of a previous policy or policies issued by **Us**, **Application** shall also include all signed applications and other materials that were submitted therewith and attached thereto.
- B. **Bodily Injury** means physical injury to or sickness, disease or death of a person, or mental injury, mental anguish, emotional distress, pain or suffering, or shock sustained by a person.
- C. **Claim** means any written demand for **Damages** or for non-monetary relief.
- D. **Claim Expenses** means the following that are incurred by **Us** or by **You** with **Our** prior written consent:
1. all reasonable and necessary fees, costs and expenses (including the fees of attorneys and experts) incurred in the investigation, defense and appeal of a **Claim**; and
  2. premiums on appeal bonds, attachment bonds or similar bond. Provided, however, **We** shall have no obligation to apply for or furnish any such bonds.

**Claim Expenses** shall not mean and **We** shall not be obligated to pay:

1. salaries, wages or expenses other than **Supplemental Payments**; or





## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

2. the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.

E. **Damages** means a monetary judgment or monetary award that **You** are legally obligated to pay (including pre- or post-judgment interest) or a monetary settlement negotiated by **Us** with **Your** consent.

**Damages** shall not mean and **We** shall not be obligated to pay:

1. fines, penalties, taxes, sanctions levied against **You**;
2. any punitive or exemplary damages or that portion of any multiplied damages award which exceeds the damage award so multiplied, provided, however, that, if such damages are otherwise insurable under applicable law and regulation, **We** will pay an award of punitive or exemplary damages in excess of the Deductible and up to a maximum sum of \$250,000. This limit shall be a part of and not in addition to the Limit of Liability set forth in Items 3. of the Declarations;
3. the return, reduction or restitution of **Your** fees, commissions, profits, or charges for goods provided or services rendered, including any over-charges or cost over-runs;
4. liquidated damages; or
5. **Your** cost of complying with injunctive relief.

F. **Effective Control** means:

1. ownership of more than 50% of the issued and outstanding voting securities; or
2. having the right pursuant to written contract, by-laws, charter, operating agreement or similar documents to elect, appoint or designate a majority of the board of directors, management committee members of a partnership or the members of the management board of a limited liability company (or equivalent management structure).

G. **Employee** means any past, present or future:

1. employee (including any part-time, seasonal or temporary employee or any volunteer);
2. partner, director, officer, member or board member (or equivalent position);
3. independent contractor; or
4. leased worker;

of an **Organization**, but only in their performance of **Professional Services** on behalf of or at the direction of such **Organization**.

H. **Insured** means **You** or **Your**.

I. **Named Insured** means the individual, corporation, partnership, limited liability company, limited partnership, or other entity set forth in Item 1 of the Declarations.

J. **Optional Extended Reporting Period** means any applicable **Optional Extended Reporting Period** contemplated by the **OPTIONAL EXTENDED REPORTING PERIOD** Clause.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

- K. **Organization** means the **Named Insured** and any **Subsidiary**.
- L. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one of more of the following offenses:
1. false arrest, detention or imprisonment;
  2. malicious prosecution;
  3. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of premises;
  4. slander, libel, defamation or disparagement of goods, products or services; or
  5. oral or written publication of material in connection with **Your** advertising that violates a person's right of privacy.
- M. **Policy Period** means the period of time set forth in Item 6. of the Declarations.
- N. **Pollutants** means any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- O. **Professional Services** means only those services specified in Endorsement to this Policy as performed by or on behalf of an **Organization** for others for a fee or other compensation.
- P. **Property Damage** means physical loss of or physical damage to or destruction of any tangible property, including the loss of use thereof. For purposes of this definition, "tangible property" shall not include electronic data.
- Q. **Retroactive Date** means the date set forth in Item 7. of the Declarations.
- R. **Subsidiary** means:
1. any entity of which the **Named Insured** has **Effective Control** ("**Controlled Entity**") on or before the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**;
  2. any entity of which the **Named Insured** forms or acquires **Effective Control** during the **Policy Period**, either directly or indirectly through one or more **Controlled Entities**, but only for the first 90 days after such formation or acquisition (or until the end of the **Policy Period**, whichever is earlier). Provided, however, with respect to a **Subsidiary** described in paragraph 2. of this definition, **We** shall only cover **Claims** alleging **Wrongful Acts** committed while the **Named Insured** had **Effective Control** of such **Subsidiary**, either directly or indirectly through one or more **Controlled Entities**.

An entity ceases to be a **Subsidiary** once the **Named Insured** no longer has **Effective Control** of such entity, either directly or indirectly through one or more **Controlled Entities**, and this Policy will not respond to **Claims** made against such entity thereafter.



## PROFESSIONAL LIABILITY – US DIRECT ERRORS AND OMISSIONS

- S. **Supplemental Payments** means the reasonable expenses incurred by **You**, including loss of wages, if **You** are required by **Us** to attend arbitration proceedings or trial in the defense of a covered **Claim**.
- T. **We, Us, Our or Insurer** means the insurance company set forth in the Declarations.
- U. **Wrongful Act** means any actual or alleged breach of duty, negligent act, error, omission or **Personal Injury** committed by **You** in the performance of **Your Professional Services**.
- V. **You or Your** means any:
1. **Organization**;
  2. **Employee**;
  3. joint venture in which an **Organization** participates pursuant to written agreement, but only for:
    - a. **Wrongful Acts** committed by such **Organization**; and
    - b. the percentage of otherwise covered **Damages** and **Claims Expenses** in proportion to such **Organization's** participation in the joint venture.



GET THE RIGHT INSURANCE, RIGHT NOW

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# Endorsements

Endorsement 1

NAMED INSURED: Trillium Solutions Inc

E5036.2 Technology Services/IT Consulting Services Endorsement (Software Copyright Infringement) Page 1 of 3

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph O., "**Professional Services**," is amended to read as follows:

**O. Professional Services** means **Technology Services** or Information Technology (IT) consulting services performed for others for compensation.

2. Clause VI. **DEFINITIONS** is amended to include the following at the end thereof:

TS-A. **Technology Services** means the following:

1. application service provider (ASP) services;
2. data processing, analysis, and database design services;
3. IT Project Management services;
4. internet service provider (ISP) services;
5. internet hosting services;
6. network security design and consulting services;
7. software installation, customization, and support;
8. software programming and development;
9. systems/hardware/network installation, maintenance, and support;
10. systems/network advice, design, and integration;
11. technology products training;
12. value-added resale of hardware; and
13. website design.

TS-B. **Software Copyright Infringement Claim** means any **Claim** alleging or arising out of any actual or alleged infringement of any copyright of source code or other software code.

TS-C. **Infringement Claim** means any **Claim** alleging or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, or slogan.

3. In Clause VI **DEFINITIONS**, paragraph C., "**Claim**," is amended to include the following at the end thereof:

**Claim** will also mean **Software Copyright Infringement Claim** and **Infringement Claim**.

4. In Clause III. **EXCLUSIONS**, exclusion M. is deleted in its entirety and replaced with the following:

M. based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan, or patent, or theft of trade secret; provided, however, this exclusion will not apply to **Software Copyright Infringement Claims** and **Infringement Claims**.

Endorsement 1

NAMED INSURED: Trillium Solutions Inc

E5036.2 Technology Services/IT Consulting Services Endorsement (Software Copyright Infringement) Page 2 of 3

5. Notwithstanding anything in the Policy to the contrary, all **Software Copyright Infringement Claims** and **Infringement Claims** will be subject to a combined sublimit of liability of \$200,000, which will be part of, and not in addition to, any applicable Limit of Liability.
6. Clause III. **EXCLUSIONS** is amended to include the following at the end thereof:

This Policy does not apply to and **We** will have no obligation to pay any **Damages, Claim Expenses, or Supplemental Payments** for any **Claim**:

- TS-A. based upon or arising out of any actual or alleged price discounts, prizes, awards, money, or valuable consideration given in excess of a total contracted or expected amount.
- TS-B. based upon or arising out of any actual or alleged manufacture or design of any hardware or components thereof; provided, however, this exclusion will not apply to **Your** value-added resale of hardware for others in the performance of **Your Technology Services**.
- TS-C. based upon or arising out of any actual or alleged manufacturing, design, or use of software designed to execute securities transactions.
- TS-D. based upon or arising out of any actual or alleged manufacturing, process control, engineering, or use of CAD or CAM software.
- TS-E. based upon or arising out of any actual or alleged website owned or operated by **You** that:
  1. is a social networking website;
  2. is an auction website;
  3. contains pornographic materials; or
  4. primarily features user-generated content.
- TS-F. for the value of any money or securities transferred to or from any entity or natural person.
- TS-G. based upon or arising out of any actual or alleged antitrust violation, price fixing, price discrimination, unfair competition, deceptive trade practices, and/or monopolies, including any proceedings or investigations related thereto, including but not limited to violations of the Sherman Antitrust Act or similar federal, state, or local statutes governing antitrust violations, price fixing, price discrimination, unfair competition, deceptive trade practices, and/or monopolies.



Endorsement 1

NAMED INSURED: Trillium Solutions Inc

E5036.2 Technology Services/IT Consulting Services Endorsement (Software Copyright Infringement) Page 3 of 3

TS-H. based upon or arising out of any actual or alleged misappropriation of confidential or proprietary information by **You**.

TS-I. based upon or arising out of any **Insured's** actual or alleged solicitation, recruiting, or hiring of employees or workers from a past or current employer of the **Insured**.

All other terms and conditions remain unchanged.

Endorsement effective: May 27, 2017

Policy No.: UDC-1986619-EO-17

Endorsement No: 1

By : Carl Bach  
(Appointed Representative)

DPL E5036 CW (08/15)

**Endorsement 2**

NAMED INSURED: Trillium Solutions Inc

**E5146.1 Oregon Amendatory Endorsement**

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This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY – ERRORS AND OMISSIONS INSURANCE**

In consideration of the premium charged, it is understood and agreed that the Policy is modified as follows:

1. Section V. **OTHER MATTERS AFFECTING COVERAGE** is amended to include the following at the end thereof:

**CANCELLATION**

**Notice of Cancellation**

The **Named Insured** may cancel this Policy by giving **Us** advance written notice stating when thereafter such cancellation shall be effective. If the **Named Insured** cancels this Policy, the refund may be less than pro rata. Provided, however, if this Policy shall be cancelled by the **Named Insured** within 14 days of the inception of the **Policy Period** without having submitted a **Claim**, **We** shall return in full any premium amount actually paid to **Us**. In such event, the effective date of cancellation shall be deemed to be the inception date of the **Policy Period**.

**We** may also cancel this Policy by mailing to the **Named Insured** by certified mail, at the address shown in the Declarations, written notice stating when not less than forty-five (45) days thereafter the cancellation shall be effective. With respect to cancellation for non-payment of premium or substantial increase in hazard, cancellation will not be effective until at least ten (10) working days the **Named Insured** receives the notice of cancellation. The mailing of such notice shall be sufficient proof of notice and this Policy shall terminate at the date and hour specified in such notice. If **We** cancels this Policy, any return premium shall be calculated pro rata. Payment or tender of any unearned premium by **Us** shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made as soon as practicable.

If this Policy has been in effect for sixty (60) days or more, **We** may cancel this Policy only for one or more of the following reasons:

- (a) Non-payment of premium;
- (b) Fraud or material misrepresentation made by or with the **Named Insured's** knowledge in obtaining the Policy, continuing the Policy or in presenting a **Claim** under the Policy;
- (c) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
- (d) Failure to comply with reasonable loss control recommendations;
- (e) Substantial breach of contractual duties, conditions or warranties;
- (f) Determination that the continuation of a line of insurance or class of business will jeopardize **Our** solvency, or will place **Us** in violation of the insurance laws of Oregon or any other state;



Endorsement 2

NAMED INSURED: Trillium Solutions Inc

E5146.1 Oregon Amendatory Endorsement

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- (g) Loss or decrease in reinsurance covering the risk; or
- (h) Any other reason approved by the director by rule.

Notice of Nonrenewal

If **We** elect not to renew this Policy, **We** will mail to the **Named Insured** written notice of nonrenewal before the:

- (a) Expiration date of the Policy; or
- (b) Anniversary date of the Policy if the Policy is written for a term of more than one year or without a fixed expiration date.

However, if this Policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the Policy or increase the premium.

Nonrenewal will not be effective until at least forty-five (45) days after the **Named Insured** receives notice of nonrenewal.

**We** will mail or deliver the notice of nonrenewal to the **Named Insured** at the last mailing address known to **Us**. If the notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

Notice of Conditional Renewal

If **We** elect to renew the Policy at altered terms or an increase in premium, **We** will mail or deliver to the **Named Insured** written notice of conditional renewal which will take effect not less than forty-five (45) days after the **Named Insured** receives written notice.

**We** will mail or deliver the notice of conditional renewal to the **Named Insured** at the last mailing address known to **Us**. If the notice is mailed, proof of mailing will be sufficient proof of notice.

2. Section II. **NOTICE OF CLAIMS AND NOTICE OF POTENTIAL CLAIMS**, Paragraph C. **OPTIONAL EXTENDED REPORTING PERIOD** is modified to the extent necessary to provide the following:

Written notice of election for the **Optional Extended Reporting Period** together with any additional premium due must be received by **Us** no later than forty-five (45) days subsequent to the effective date of the cancellation or nonrenewal.

**Endorsement 2**

NAMED INSURED: Trillium Solutions Inc

**E5146.1 Oregon Amendatory Endorsement**

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3. The Policy is amended by adding the following Clause at the end thereof:

**Policy Conflicts**

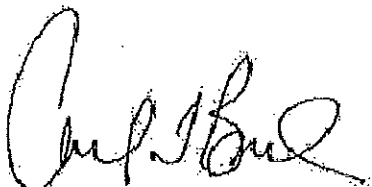
To the extent any term or condition contained in the Policy or any Endorsement attached thereto conflicts with any term or condition contained in this or any other State Amendatory Endorsement attached to the Policy, such terms and conditions most favorable to the Insured shall apply.

All other terms and conditions remain unchanged.

Endorsement effective: May 27, 2017

Policy No.: UDC-1986619-EO-17

Endorsement No: 2



By : Carl Bach  
(Appointed Representative)

DPL E5146 OR (01/12)



Hiscox Insurance Company Inc.

Policy Number: UDC-1986619-EO-17  
Named Insured: Trillium Solutions Inc  
Endorsement Number: 3  
Endorsement Effective: May 27, 2017

**E5424.1 Blanket Additional Insured Endorsement (PL)**

In consideration of the premium charged, it is understood and agreed that the Policy is amended as follows:

1. In Clause VI. **DEFINITIONS**, paragraph V., "'You' or 'Your,'" is amended to include the following at the end thereof:

**You or Your** shall also include any **Additional Insured** but only for the **Wrongful Acts** of those contemplated in paragraphs 1., 2. or 3. of the definition of "'You' or 'Your'":

2. The following definition is added to Clause VI. **DEFINITIONS**:

AI-A. **Additional Insured** means any person(s) or organization(s) with whom **You** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Policy, provided the contract or agreement:

1. is currently in effect or becomes effective during the **Policy Period**; and
2. was executed before the **Professional Services** from which the **Claim** arises were performed.

3. In Clause III. **EXCLUSIONS**, paragraph F. is deleted in its entirety and replaced with the following:

F. brought by or on behalf of one **Insured** against another **Insured**; provided, however, this Exclusion will not apply to any **Claim** brought by an **Additional Insured** in any capacity other than that of an **Additional Insured**.

All other terms and conditions remain unchanged.

# Notices

## **ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE**

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Hiscox is committed to complying with the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) requirements. OFAC administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



GET THE RIGHT INSURANCE, RIGHT NOW

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# Application Summary

## Application Summary

The following outlines the details you have given us about your business. We have relied on the accuracy of this information in order to issue your policy. If any of the items below are incorrect or have changed, please call us at 888-202-3007 so that we can update your policy details.

<b>Your policy</b>	
<b>Policy number:</b>	UDC-1986619-EO-17
<b>Quote reference number:</b>	6377300
<b>Product:</b>	Professional Liability Insurance
<b>Business name:</b>	Trillium Solutions Inc
<b>Business address:</b>	610 SW Broadway Suite 308
<b>City:</b>	Portland
<b>State:</b>	OR
<b>Zip code:</b>	97205
<b>Name:</b>	Thomas Craig
<b>Email address:</b>	thomas@trilliumtransit.com
<b>Telephone number:</b>	503-327-9098
<b>Per claim limit of liability:</b>	\$ 1,000,000
<b>Aggregate limit of liability:</b>	\$ 1,000,000
<b>Deductible:</b>	\$ 500
<b>When would you like your policy to start?</b>	May 27, 2017

<b>Your business</b>	
<b>What is your primary type of business?</b>	Computer consulting
<b>Your business's ownership structure (please select one).</b>	Corporation or other Organization (other than the above)
<b>Do you currently have an insurance policy in effect for the coverage requested?</b>	Yes
<b>Please provide the name of your insurance carrier:</b>	State Farm
<b>Other than the business address provided above, how many additional locations does your business own or rent?</b>	0

I consent to engage in electronic transactions.	Agree
Approximately when did your business begin?	May 01, 2009
What are your business's estimated gross sales during the next 12 months? Note: Your best estimate is fine. Include all revenues, fees and commissions.	\$ 1,000,000
During the next 12 months, what are the estimated gross sales you will earn from your largest customer?	\$ 300,000
Does your business use a written contract or statement of work?	Always (100%)
Which of the following does your business implement? - Customer sign-off on deliverables - Contracts with indemnification clauses in your favor - Formal change management procedures - Legal review of contracts - Dedicated customer support	Yes Yes Yes Yes Yes
Does your business conduct any of the following activities? • Manufacture, design, or assist in the design of any hardware or components. (This does not apply if your business is a Value Added Reseller of third-party hardware.) • Create, support, or work on software that executes securities transactions, makes medical diagnoses, or is involved in manufacturing or process control. • Own, host, or run any website that contains any pornographic materials or user generated content. • Own, or manage a social networking or auction website. (This does not apply to third-party sites where you offer hosting services only.) • Operate as a Voice Over IP Service Provider (This does not apply to use of a third-party VOIP service provider to conduct your own business's telephone calls.)	No
In what industry do the majority of your clients work?	Government - state, local, or foreign
Do your contracts clearly state the ownership rights, licensing, and use of any materials or intellectual property created for or during an engagement?	Yes
Do your contracts state that to the best of your knowledge any materials or intellectual property created are original and do not infringe upon the intellectual property rights of others?	Yes
Do you have procedures in place to ensure that your software code does not infringe upon another party's software copyright?	Yes



**Statements About Your Business**

As the individual completing this transaction, you are authorized to purchase and bind this insurance on behalf of the entity applying for coverage.	I have read and agree
Your Business is not controlled or owned by any other firm, corporation, or entity.	I have read and agree
For the entire period of time that You have owned and controlled the business, You have not sold, purchased or acquired, discontinued, merged into or consolidated with another business.	I have read and agree
Your business has never had any commercial insurance cancelled or rescinded.	I have read and agree
You, your business's current and past partners, officers, directors, board members, trustees, or employees, have never been subject to disciplinary action by authorities as a result of professional activities.	I have read and agree

**Claims and Loss History**

Based upon your knowledge and the knowledge of your business's current and past partners, officers, directors and employees, during the last five years a third party has never made a claim against your business and you do not know of any reason why someone may make a claim.	I have read and agree
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**Professional Liability**

The limits of liability represent the total amount available to pay judgments, settlements, and claim expenses (e.g., attorney's fees) incurred in the defense of any claims. We are not liable for any amounts that exceed these limits.

This is a claims-made policy. If coverage is provided, it shall apply to claims made against you and reported to us during the policy period or applicable extended reporting period.

Judgments, settlements and claims expenses incurred are subject to the deductible amount. The deductible is the amount you must pay before we will make any payments under the policy. Some coverage may not be subject to a deductible, in which case you are not required to make payments before any payments are made under the policy. Please consult the policy language for details.

If you have knowledge of any circumstance that may lead to a claim being made against you, coverage will be excluded if such claim is made.

Claims made against you prior to the inception of the policy are excluded.

**Other information****Fraud Warning**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

You have confirmed that you agree with the General Statements provided: Yes

I agree to accept delivery of my insurance policy via email to the address provided: Yes

I have read the information above and confirm it is all correct. I understand that by checking this box I am agreeing to enter into a binding agreement with Hiscox Insurance Company Inc. Yes