IT MASTER AGREEMENT AMENDMENT

DATE: 9/10/2026	AMENDMENT AMOUNT: **$0.00**
ADVANTAGE CONTRACT #: MA 18P 23062200000000000185	ITP#: 266418
DEPARTMENT AGREEMENT #: **eProcurement Solutions and Services**	

This Master Agreement (MA) Amendment is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Administrative and Financial Services		
ADDRESS: 51 Commerce Drive		
CITY: AUGUSTA	STATE: ME	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: Accenture LLP		
ADDRESS: 161 North Clark		
CITY: Chicago	STATE: IL	ZIP CODE: 60601
PROVIDER'S VENDOR CUSTOMER #: VC0000257351		

Each signatory below represents that the person has the requisite authority to enter into this IT MA Amendment.

DAFS – Office of State Procurement Services:

DocuSigned by:
Nancy Tan 10/5/2026
7AA9094B70244AB...

Nancy Tan, Director of IT Procurement Date

Provider Representative:

DocuSigned by:
10/5/2026
38F08D645C56413...

Andrew Lindsey, Managing Director Date

DAFS – Office of Information Technology:

DocuSigned by:
Nicholas Marquis 10/5/2026
A89C98359A37484...

Nicholas Marquis, CIO Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

IT MASTER AGREEMENT AMENDMENT

The IT MA is hereby amended as follows: (Check and complete all that apply.)

☒	**Amended Period**	Original Start Date: 6/22/2023	MA Amendment Start Date: 9/10/2026
		Current End Date: 12/31/2027	New End Date: 12/31/2032
		Reason:	
☐	**Amended MA Amount**	Adjustment Amount: $	New MA Amount: $
		Reason:	
☒	**Amended**	MASTER AGREEMENT CONTACTS is amendment to read as follows: Lead State's contact for this Master Agreement is: Nancy Tan, Director of IT Procurement Email: Nancy.Tan@Maine.gov (207) 816-1416 Contractor's contact for this Master Agreement is: Andrew Lindsey, Managing Director Email: andrew.t.lindsey@accenture.com (678) 860-8648	
☒	**Other**	Agreement Summary: Original Master Agreement Amendment A Language only Extend End date:12/31/2032	

All other terms and conditions of the original contract and subsequent contract amendments remain in full force and effect.

MA 18P 23062200000000000185
NEW

State of Maine

Master Agreement

Effective Date: 06/22/23 **Expiration Date:** 12/31/27

Master Agreement Description: eProcurement Solutions and Services

Buyer Information

ext.

Issuer Information

Michelle Fournier	624-8868	**ext.**	Michelle.Fournier@maine.gov

Requestor Information

Michelle Fournier	624-8868	**ext.**	Michelle.Fournier@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID	**Vendor Name**
VC0000257351	ACCENTURE LLP
	Alias/DBA

Vendor Address Information
500 W MADISON ST 20TH FLOOR

CHICAGO, IL 60661
US

Vendor Contact Information

TIMOTHY P ROGERS
781-962-9525 **ext.**
TIMOTHY.P.ROGERS@ACCENTURE.COM

Commodity Information

Vendor Line #: 1

Vendor Name: ACCENTURE LLP

Commodity Line #: 1

Commodity Code: 20871

Commodity Description: eProcurement Solutions and Services

Commodity Specifications: Master Agreement awarded to Accenture for eProcurement Solutions and Services, category(ies) awarded can be found in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities. Initial agreement term is 5 years, with the option to extend to12/31/32.

Commodity Extended Description: Master Agreement pricing can be found in Attachment C. Pricing Projections do not limit a consumer's ability to negotiate lower pricing. Listed prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	**Free On Board**	
Contract Amount	**Service Start Date**	**Service End Date**
0.00	06/22/23	12/31/27
Catalog Name	**Discount**	
	0.0000 %	
	Discount Start Date	**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 9/24/2024
2A044AF3081F482...
Signature Date

David Morris, Acting Chief Procurement Officer

ACCENTURE LLP

Signed by:
Mark A. Thomas 9/23/2024
E6D758AA644749B...
Signature Date
Mark A. Thomas, Managing Director

State of Maine - Office Of Information Technology

DocuSigned by:
Nicholas Marquis 9/24/2024
A29C99359A37464...
Nicholas Marquis, Chief Information Officer

Master Agreement Number 18P 23062200000000000185
for
ePROCUREMENT SOLUTIONS AND SERVICES
between
the State of Maine
and
Accenture LLP

This Master Agreement is entered into by the State of Maine ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number RFP 202102021 (the "RFP") for the purpose of providing eProcurement Solutions and Services, limited to the category(ies) awarded to Contractor identified in Attachment B: Scope of Work, through the NASPO ValuePoint cooperative purchasing program:

Accenture LLP ("Contractor")
161 North Clark
Chicago, IL 60601

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Mark A.Thomas
Managing Director
Mark.A.Thomas@accenture.com
678-657-6199

Lead State's contact for this Master Agreement is:

Joseph Zrioka
Director, IT Procurement
Joseph.a.zrioka@maine.gov
207-458-6050

TERM. This Master Agreement is effective as of the date of the last signature below or 6-22-23 whichever is later, and will terminate on 12-31-27 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to ten (10) years following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following documents, in descending order of precedence:

- **I.** Attachments
  - **A.** Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
  - **B.** Attachment B: Scope of Work
  - **C.** Attachment C: Master Agreement Pricing
- **II.** Incorporated by referenced but not attached
  - **D.** The RFP, including the Requirements Traceability Matrix and excluding Form BP-54IT, which is applicable only to the State of Maine and was provided in the RFP for informational purposes only
  - **E.** Contractor's response to the RFP, as revised (if permitted) and accepted by the Lead State

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

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Signature Signed by: Mark A. Thomas E6D758AA644749B...

Printed Name Mark A. Thomas

Title Managing Partner

9/23/2024

Date

LEAD STATE:

Signature DocuSigned by: David Morris 2A644AF5681F482...

Printed Name David Morris

Title Acting Chief Procurement Officer

9/24/2024

Date

LEAD STATE CIO APPROVAL:

DocuSigned by: Nicholas Marquis A29C99359A37464...

Signature

Nicholas Marquis

Printed Name

Chief Information Officer

Title

9/24/2024

Date

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Attachment A:
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of

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some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 Initial Term. The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be amended beyond the initial term for ten (10) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.2 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 This NASPO ValuePoint Master Agreement, including all attachments thereto

3.1.3 An Order issued against this Master Agreement.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, if a term in an Order expressly states that it intends to modify the application of a Master Agreement term or Participating Addendum term to the Order, that term shall govern for the purposes of that Order only, except that the terms of an Order shall be no less favorable to the Purchasing Entity than the terms in the applicable Participating Addendum.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a

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Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or

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activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees**

5.2.1 **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 **NASPO ValuePoint Summary and Detailed Usage Reports**

5.3.1 **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO

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ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of

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marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.4.5 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.5 **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 **Reserved.**

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

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6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered. Contractor is not bound to respond to or accept or perform any issued requests for proposals or requests for quotations for projects. The parties acknowledge and agree that if Contractor and a Purchasing Entity are unable in good faith to negotiate terms and conditions and scope of a project SOW under this Master Agreement, Contractor may elect to ‘opt out’ and not participate in that specific procurement for that that specific request for proposal or request for quote.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

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7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Reserved

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Services offered and furnished must be performed in a manner that complies fully with all Federal, State, and local laws and regulations applicable to Contractor's business operations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

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9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Unless otherwise agreed by Contractor and Purchasing Entity, Purchasing Entity shall have fifteen (15) business days from receipt of a Product to accept or reject a Product, after which time the parties agree Purchasing Entity has accepted the Product. Products that do not materially meet specifications may be rejected.

9.4 **Failure to Conform.** If any services do not materially conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take action to cause that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product materially meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not materially meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not materially met the standard of performance or specifications, the Purchasing Entity may at its option: (a) declare Contractor to be in breach, terminate the Order, and receive a refund of any fees paid for the applicable Product; or (b) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** Unless a shorter period is agreed to by the Participating Entity or Purchasing Entity, the Contractor warrants to the Participating/Purchasing Entity that for a period of a minimum of <u>six months</u> from the date of Acceptance that the Product materially conforms according to all agreed standards of performance of the specifications in the applicable SOW <u>and</u> (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, and (c) the Product is free of material defects.

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10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 **Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 **Disclaimer of Implied Warranties:** All other warranties, terms, conditions and representations, express or implied (including the warranty of ***fitness for particular purpose*** and ***merchantability***), are excluded.

10.6 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 **Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 **Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 **License of Pre-Existing Intellectual Property.** Contractor (or its licensors as applicable) shall retain ownership of its Contractor IP, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights which were existing prior to each respective PO/ Scope of Work to this Agreement, or IP developed, licensed or acquired by or on behalf of Contractor or its licensors independently from the Services or the Deliverables of a PO/SOW to this Agreement, in each case including any modifications or derivatives which may be created as part of the Services (Pre-Existing Intellectual Property). Contractor grants to the Purchasing Entity, subject to any restrictions applicable to any third-party materials embodied in the deliverables or Product, of which Contractor shall notify Purchasing Entity in writing, a nonexclusive, perpetual, royalty-free, irrevocable, license to use, copy, modify, and prepare derivative works of the same for purposes of Purchasing Agency's internal business use only. Pre-Existing Intellectual Property embedded in Product may not be used separately. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property

XII. Indemnification and Liability

12.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action (including reasonable attorneys' fees and related costs) for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

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12.2 **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action (including reasonable attorneys' fees and related costs arising out of the claim) that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to reasonably pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12.3 **Limitation of Liability**.

12.3.1 Each party's total liability to the other party for any direct damages arising out of or relating to the Services provided under this Master Agreement shall be limited to direct damages equating to the greater of (i) two times the total amount of fees paid to Contractor by the other party under the applicable Order (or if the term of the Order is 12 months or longer, the fees paid in the twelve (12) months immediately preceding the default, act, or omission giving rise to the claim), and (ii) $2 million. Neither party shall be liable to the other party for indirect, incidental, special, or consequential damages.

12.3.2 Unless otherwise specified in the Participating Addendum, for damages arising out of or relating to the Services provided under a Participating Addendum, the limitations set forth in 12.3.1 shall apply as between the Participating Entity and Contractor. Unless otherwise

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specified in an Order, for damages arising out of or relating to the Services provided under an Order, the limitations set forth in 12.3.1 shall apply as between the Purchasing Entity and Contractor.

12.3.3 This Section 12.3 shall not apply to claims that are subject to this Master Agreement's general indemnification and intellectual property indemnification obligations. Nothing herein shall prohibit a Participating Entity or Purchasing Entity from imposing liquidated damages, subject to the limitations set forth in Section 12.3.1 and Section 12.3.2, if agreed to by the parties to a Participating Addendum or Order.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Coverage on the Commercial General Liability policy must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within thirty (30) days after Contractor is first aware of expiration, cancellation or material change in required policies.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written blanket endorsement to the Contractor's commercial general liability insurance policy or other documentary evidence acceptable to the Lead State that provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in this Section XIII, except the endorsement in 13.5 above is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide certificates of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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13.8 **Disclaimer.** Insurance coverage and limits will not limit or expand Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as required herein for the purpose of determining whether Contractor is in compliance with its obligations under this Agreement. Upon providing reasonable advance notice, Contractor shall permit the Lead State, a Participating Entity, and the Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect and examine Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Such audit, inspection, or examination shall be performed at the auditing party's expense, except that costs associated with an audit prompted by Contractor's breach of this Master Agreement, or resulting in a finding of Contractor's noncompliance with this Master Agreement, shall be paid or reimbursed by Contractor. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, ("Additional Audit Period") to assure compliance with the terms hereof or to evaluate performance hereunder. Purchasing Entity and Participating Entity agrees it is entitled to conduct the audit no more than one time during the initial term and each renewal term of the Agreement and no more than one time during the Additional Audit Period. Purchasing Entity and Participating Entity agrees that the audit is conducted during normal business hours and in a manner that will result in minimal disruption to Contractor's business, procure that the auditor is not a competitor of Contractor and executes a confidentiality agreement with Contractor prior to the audit. Department will not be entitled to i) any cost information unless such is the basis of a billable expense; (ii) any access or testing of shared service infrastructure or environments or (iii) any other Confidential Information of Contractor that is not directly relevant for the authorized purposes of the audit. Notwithstanding any of the foregoing, and for purposes of this Audit provision, both parties to this Agreement acknowledge that Contractor is not a US Federal Government Contractor, does not maintain a Federal Contracting Schedule, and does not comply operate in accord with Federal Cost Accounting Standards concerning recordkeeping or recordation of time and activities.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.2.1 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

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14.2.1 Confidentiality. Each Party acknowledges that it and its employees or agents may, in the course of providing a Product or receiving Services under this Master Agreement, be exposed to or acquire information that is confidential to Contractor, Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by either Party or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of such Party ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Each Party shall hold Confidential Information in confidence, using reasonable care , and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of its obligations under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to

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Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 may cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 **Assignment/Subcontracts**

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

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14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party for convenience upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate. Upon cancellation for convenience of an Order, Purchasing Entity will pay Provider for all Services and Deliverables rendered under then existing Orders, including a pro-rated portion for deliverables in progress and expenses incurred prior to the date of termination and any reasonable demobilization costs.

14.7 **Excuse and Force Majeure.** Neither Party to this Master Agreement shall be held responsible for delay or default caused by one or more of the following events, if such occurrence or continuation of an occurrence is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement pursuant to Section 14.6 above upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 **Defaults and Remedies**

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Material nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty made by Contractor in response to the solicitation or in this Master Agreement that Contractor knew or should have known to be (i) untrue or materially misleading, and (ii) a material consideration upon which Contractor's award or execution or continuation of this Master Agreement is based;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate

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Contractor's liability for damages, including liquidated damages to the extent provided for under a Participating Addendum or Order.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 **No Waiver of Sovereign Immunity**

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh

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Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

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Attachment B:
SCOPE OF WORK

I. Overview

This Master Agreement is executed by the Lead State in collaboration with the NASPO ValuePoint cooperative purchasing program for the benefit of eligible entities, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. This and other Master Agreements in the eProcurement Solutions and Services portfolio are intended to provide a diverse menu of solutions and services within multiple purchasing models.

II. Awarded Scope

Contractor has been awarded the following categories and combination(s) of software solutions(s) and/or services, to which the scope of this Master Agreement is limited:

	Software System	Service Provider
Category 1: Software & Services		
Full Solution		
Category 2: Software & Services by Workstream		
Supplier Portal		
Supplier Enablement		
Buyer Portal		
Need Identification		
Request through Pay		
Catalog Capability		
Sourcing/Bid Management		
Contract Management		
Vendor Performance		
Purchasing/Data Analytics		
Category 3: Software Only by Workstream		
Supplier Portal		
Supplier Enablement		
Buyer Portal		
Need Identification		
Request through Pay		
Catalog Capability		
Sourcing/Bid Management		
Contract Management		
Vendor Performance		
Purchasing/Data Analytics		
Category 4: Services Only (software system(s) serviced in parentheses)		

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Implementation Services		Accenture (SAP Ariba)
Managed Services		Accenture (SAP Ariba)

III. Category Descriptions

This section briefly describes the scope of each category awarded to Contractor. Contractor may or may not offer all products and services described in each category. The Products and Services offered by Contractor within each category are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

3.1 **Category 1: Full Solution.** Implementation of a comprehensive eProcurement Solution, including all workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.

3.2 **Category 2: Individual Workstream Implementation.** Implementation of eProcurement functionality for one or more workstreams and services described in Sections IV and V and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance, implementation and deployment, and ongoing operations and support. This category includes both software and services.

3.3 **Category 3: eSoftware Only.** Provision of an eProcurement software solution for one or more workstreams described in Section IV and meeting the requirements detailed in the RFP and in the applicable sections of the Requirements Traceability Matrix, including licensing and maintenance. This category excludes services.

3.4 **Category 4: Services Only.** Provision of one or more services described and meeting the requirements in Section V and meeting the requirements detailed in the RFP and the applicable sections of the Requirements Traceability Matrix, including implementation and deployment and ongoing operations and support. This category excludes software.

IV. Workstream Descriptions

This section briefly describes each workstream included in the categories described in Section III. Contractor may or may not offer all products and services described in each workstream. The Products and Services offered by Contractor within each workstream are identified and described in Contractor's response to the RFP. All Products and Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall perform as required in the RFP and this Master Agreement and as represented in Contractor's response to the RFP. Participating Addenda may include Contractor's Products and Services in whole or in part and may specify additional Participating Entity-specific requirements.

4.1 Supplier Portal

4.1.1 The Supplier Portal functionality must provide a single point of entry 'front door' that includes all supplier facing functions for the electronic procurement solution with the ability to also incorporate access to other applications or services such as certifications, invoicing and online interactions with the Participating Entity or Purchasing Entity. The Supplier Portal functionality must deliver valuable content upon logging in and be personalized to the supplier and the supplier user logged into the system.

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4.2 Supplier Enablement/Management

4.2.1 The Supplier Enablement/Management component, in conjunction with the Supplier Portal, must support all procurement activities and provide suppliers the ability to establish and maintain an account defining who they are and what they sell along with other key data elements required by the Participating Entity or Purchasing Entity to procure from and pay the supplier. Suppliers will use this account to access all relevant electronic procurement and financial functionalities such as solicitations, solicitation response, order receipts, contract awards, load sales reports, and submit invoices.

4.2.2 This functionality should also provide capabilities to establish and maintain pre-qualified suppliers lists for bidding on specific categories of goods/services.

4.2.3 Integration may be required with the Participating Entity or Purchasing Entity finance system to establish and maintain supplier payee records needed for accounts payable (A/P) processing.

4.3 Buyer Portal

4.3.1 The Buyer Portal component of the system must provide functionality that acts as a personalized single point of entry ("front door") to initiate the full life cycle of procurement activities for Participating Entity and Purchasing Entity users. The Buyer Portal must deliver valuable content unique to the user once logged in.

4.4 Need Identification

4.4.1 The Need Identification component of the system provides functionality for a user to initiate any type of procurement action with configurable business rules to support Purchasing Entities' custom business needs. The user interface must be user-friendly, intuitive, flexible, and adaptable to support users.

4.5 Request through Pay

4.5.1 The purchase Request through Pay component of the systems provide functionality to automate the ordering process from the end-user purchase request through authorizing payment for the resulting order. Key components include:

4.5.1.1 Purchase request;
4.5.1.2 Catalog shopping to drive spend to existing contracts;
4.5.1.3 Access to external retail marketplaces products;
4.5.1.4 Intelligent workflow engine to apply entity and enterprise-wide business rules;
4.5.1.5 Online approvals;
4.5.1.6 Electronic order dispatch;
4.5.1.7 Receiving;
4.5.1.8 Electronic and paper invoicing;
4.5.1.9 Invoice matching for payment authorization;
4.5.1.10 3-way match for payment authorization; and
4.5.1.11 Integration with finance system.

4.5.2 The solution must also provide the capability to support the procurement of services from pre-established services contracts (*e.g.*, Professional Services, Contingent Labor, Healthcare Services) that may include characteristics such as deliverable-based fee services. This specialized type of purchasing would need functionality to address scope/need definition (*e.g.*, SOW), contract supplier submission of quotes with attachments (*e.g.*, resumes, specifications), quote evaluation/selection, order generation

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and receiving concepts such as recording of timesheets, deliverables acceptance, milestone completions, and expenses.

4.6 Catalog Capability

4.6.1 The Catalog components of the system provide the functionality to maintain contract/non-contract catalogs in the shopping component of the system as described in Section 4.5 (Request through Pay). Catalog content can be hosted within the system or made available by 'punching out' to the supplier's shopping website. Contract catalogs must be capable of being automatically generated as part of the award process through integration with the Sourcing and the Contract Management component of the system. Maintenance of contract catalog content throughout the life of the contract/agreement must be available through integration with the Contract Management component of the system.

4.6.2 Other key components include utilities for suppliers to setup, manage and maintain their catalogs. User access to these utilities should be controlled through definition and assignment of roles. Workflow functionality should also be available to automate authorized Participating Entity and Purchasing Entity user review and approval of catalog content before it is made available.

4.6.3 The solution must provide an open marketplace environment that provides access to the aforementioned catalog components and to other non-contract, external internet retail or commercial markets of goods/services, as authorized by the Participating Entity or Purchasing Entity. This environment provides the buyer with a supported "catalog of catalogs" shopping experience with a single view of all sources as described in Section 4.5 (Request through Pay). The objective of this experience is to give the user options to make the best possible purchasing decision that optimizes price, quality, terms/conditions, and policies. A key aspect of the open marketplace environment is that it will allow the Participating Entity or Purchasing Entity to effectively manage spend.

4.6.4 Support and maintenance of the open marketplace that supports the Participating Entity or Purchasing Entity in the overall management of the open marketplace environment inclusive of: integrations with online suppliers; regular (or real time) synchronization of products, prices for items in the catalog; available products and services; establishment of contracted suppliers within the marketplace as well as the overall management, maintenance and operations of the technical elements that comprise this "catalog of catalogs" environment as to comply with Participating Entity or Purchasing Entity operating, service level, and performance requirements.

4.6.5 Contractor must provide continuous support of both suppliers with contracts and non-contract suppliers offering goods and services in the open marketplace environment. Contractor should also provide ongoing support functions to continuously and proactively expand the open marketplace environment ecosystem with additional non-contract and retail/commercial market products and services.

4.7 Sourcing/Bid Management

4.7.1 The Sourcing components of the system provide functionality to automate the entire solicitation process for both the buyer and the supplier. All types of solicitations can be created leveraging standard templates and libraries. Formal or informal, sealed or un-sealed, complex or simple. Other key functionalities include initiating solicitations from a requisition, public posting, supplier notification, evaluation of bids/proposals, making the

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award and the Integration with other solution components to automate the creation of catalogs and contracts.

4.8 Contract Management

4.8.1 The Contract Management components of the Solution encompass all aspects of contract development, tracking, electronic signature, and administration. Contract document authoring is automated through templates and libraries to provide consistency across the Participating Entity or Purchasing Entity. Workflow functionality provides oversight by automating the review and approval processes.

4.8.2 Key contract administration functions address management of subcontractors, identification of authorized resellers (dealers, distributors, etc.), tracking and managing supplier sales reports, contractor performance and compliance, and amendments and renewals.

4.9 Vendor Performance

4.9.1 Vendor Performance management is a business practice that is used to measure, analyze, and manage the performance of a supplier in an effort to cut costs, alleviate risks, and drive continuous improvement. The ultimate intent is to identify potential issues/risks and their root causes so that they can be resolved/managed to all parties benefit as early as possible. The electronic procurement Vendor Performance functionality must capture vendor performance information and data including, but not limited to, delivery dates, receipt dates, pricing accuracy, cure letters, contract milestone completion, and customer surveys. The data must be collected in a manner that allows for reporting and analysis. The solution will provide the Participating Entity or Purchasing Entity with a means to assess, track, manage and report supplier performance across all procurement activities and include capabilities to capture and address performance complaints/issues.

4.10 Purchasing/Data Analytics

4.10.1 Purchasing/Data Analytic components of the system provide robust data analytics and reporting to allow the Participating Entity or Purchasing Entity to strategically assess procurement transactions and records for more effective sourcing and contracting, to include spend. These functionalities also provide the means to assess across operation dimensions such as supplier classification, organizational elements and buying trends. Reporting is presented in the form of interactive charts and dashboards with the ability to “drill down” to the transactional data for comprehensive analysis. Transparency is also a key feature to this component as reports, charts and dashboards can be designed for public access.

V. Service Descriptions

This section briefly describes each service included in the categories described in Section III. Contractor may or may not offer all services described below. The Services offered by Contractor are identified and described in Contractor’s response to the RFP. All Services shall comply with the requirements set forth in the RFP and in this Master Agreement and shall be performed as required in the RFP and this Master Agreement and as represented in Contractor’s response to the RFP. Participating Addenda may include Contractor’s Services in whole or in part and may specify additional Participating Entity-specific requirements.

5.1 Implementation Services

5.1.1 Implementation services may include one or more of the following:

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5.1.1.1 Project management;
5.1.1.2 Project implementation;
5.1.1.3 Catalog support services;
5.1.1.4 Data conversion services;
5.1.1.5 Interface/integration development services;
5.1.1.6 Organizational change management (OCM) services;
5.1.1.7 Training services;
5.1.1.8 Help desk services; and
5.1.1.9 On-site system stabilization support

5.2 Managed Services

5.2.1 Managed services may include one or more of the following:

5.2.1.1 Solution support;
5.2.1.2 Organizational change management (OCM) services;
5.2.1.3 Training services;
5.2.1.4 Catalog support services;
5.2.1.5 Help desk services; and
5.2.1.6 Transition out assistance services

5.3 Other Services

5.3.1 Contractor may also offer other related services as identified and described in Contractor's response to the RFP.

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Attachment C:
MASTER AGREEMENT PRICING

I. Overview

The below pricing projections do not limit a consumer's ability to negotiate a lower price. These prices are to act as a maximum amount for any State or Agency that enters into an agreement with the vendor for the aforementioned services. The below costs represent the implementation costs.

Cost Workbook Section	Accenture, LLP		
Solution Implementation– Large State Pricing	$5,637,196.93	Managed Services – Large State Pricing (10 Years)	$7,222,614.26
Solution Implementation – Medium State Pricing	$5,114,192.70	Managed Services – Medium State Pricing (10 Years)	$7,086,777.26
Solution Implementation– Small State Pricing	$4,606,510.82	Managed Services – Small State Pricing (10 Years)	$6,837,460.77

II. Pricing Breakdown

The breakdown of Accenture, LLP's cost projections can be found at Accenture. The breakdown includes overall cost proposals, solution implementation costs, annual licensing costs including maintenance, and managed services support costs.

III. Cost Scoring

The scoring breakdown for Deloitte Consulting, LLP, including the proposed discounts can be found at the Accenture's Scorebook.

IV. Price Changes

Vendor agrees that the prices and discounts listed in Attachment C: Master Agreement Pricing will act as the prices for services provided. Changes in prices will be outside the scope of this agreement unless they are posted on the NASPO Valuepoint Accenture, LLP's Master Agreement web page.