

MasterMaster Agreement Number 5800259
for
INTEGRATED SMART CLASSROOM
EQUIPMENT AND SERVICES
between
the University of Washington
and
One Diversified LLC

This Master Agreement is entered into by the University of Washington (“Lead Entity”) and the following contractor (each a “Party” and collectively the “Parties”) as a result of Solicitation Number 1002566 (the “RFP”) for the purpose of providing Integrated Smart Classroom Equipment and Services through the RFXPremier cooperative purchasing program:

One Diversified LLC (“Contractor”)
5525 Granite Parkway, Ste 675, Bldg. 6
Plano, Tx 75024

MASTER AGREEMENT CONTACTS.

Contractor’s contact for this Master Agreement is:

Nicole Marquardt
Account Executive – Product Sales
nmarquardt@onediversified.com
503-679-7744

Lead Entity’s contact for this Master Agreement is:

Silvia Andersen
Contract Manager
silvif@uw.edu
206-543-0616

TERM. This Master Agreement is effective as of the date of the last signature below or 04/01/2026, whichever is later, and will terminate on 03/31/2031 unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to one (1) year following the initial term may be exercised upon mutual agreement by the Parties.

ATTACHMENTS. This Master Agreement includes the following attachments:

- 1) Signed Master Agreement Coversheet
- 2) Attachment A: Scope of Work
- 3) Attachment B: Master Agreement Terms and Conditions
- 4) Attachment C: University of Washington General Terms and Conditions – Participating Addendum
- 5) Attachment D: Pricing

AWARD CATEGORY.

- Category 1 Audio Equipment
- Category 2 Video Equipment
- Category 3 Photographic Equipment
- Category 4 Screens / Displays

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Category 5 Peripherals and Accessories

Category 6 Learning Technology

Category 9: Consulting, Design, and Installation Services

- Region 1 -20

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:

LEAD ENTITY:

Signed by:

BC851B2E6CD946A

Signature

Signature

Jeremy Daum

Printed Name

Printed Name

CFO

Title

Title

May 14, 2026 | 5:41:47 AM PDT

Date

Date

DS



Initial
KM

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Attachment A
SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

At the sole discretion of the Lead Entity, the scope of any Master Agreement awarded pursuant to this RFP may be amended at any time during the term of the agreement to incorporate new or updated models, versions, or technologies that align with and support the objectives and deliverables outlined herein.

I. OVERVIEW AND DEFINITIONS

The Master Agreement(s) resulting from this Request for Proposal (RFP) are intended to establish a competitively sourced, cooperative purchasing vehicle that provides Participating Entities with consistent access to smart/integrated classroom technologies, equipment, software, and related services. The objective of these agreements is to enable educational institutions at all levels to procure comprehensive, future-ready solutions that enhance teaching, learning, and student engagement in a cost-effective and scalable manner.

II. MASTER AGREEMENT OBJECTIVES

As institutions expand the use of interactive classrooms, hybrid meeting spaces, and advanced communication systems, this Master Agreements will fill the gap by offering a reliable and scalable mechanism for procuring the necessary equipment, services, and support.

Specifically, the Master Agreements are intended to:

- Provide Participating Entities with a full line of equipment and supplies, including but not limited to interactive displays, smartboards, video cameras, projectors, imaged computers, laptops, mobile devices, peripherals and supporting software.
- Ensure access to comprehensive services such as consultation, instructional design support, installation, integration, training, maintenance, and technical support.
- Establish exclusive award categories that align with defined areas of expertise, allowing the Lead Entity to make separate awards and optimize vendor capabilities for each category.
- Enable Purchasing Entities to leverage the collective purchasing power of the cooperative, resulting in best value pricing, reduced administrative burden, and favorable contract terms.
- Support a holistic, lifecycle approach to smart classroom technology, ensuring continuity from deployment and integration through ongoing management, upgrades, and performance improvements.
- Ensure that awarded Contractor(s) accept full responsibility for all aspects of contract performance, including the oversight and accountability of subcontractors, to guarantee quality and reliability.

By meeting these objectives, the Master Agreements will directly address challenges such as fragmented procurement, limited interoperability, and uneven access to modern educational technology. The agreements will create a consistent framework that empowers educational institutions to implement

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integrated, student-centered learning environments that support instructional innovation, equity of access, and long-term institutional success.

III. MASTER AGREEMENT DELIVERABLES

Offerors responding to this solicitation must demonstrate the capability to provide comprehensive design and consultation services, installation, and ongoing maintenance for solutions comprised of integrated classroom equipment and supplies. The awarded Contractor(s) shall be fully responsible for the performance of all aspects of the Contract, including the oversight and performance of any subcontractors engaged in the delivery of products or services.

The intent of this requirement is to ensure that Purchasing Entities are provided with a holistic, end-to-end solution that equips classrooms, conference rooms, office spaces, and similar environments with integrated technologies. Solutions shall be delivered in a manner that ensures full installation, functionality, and operational readiness of all equipment, thereby meeting the intended purpose and performance expectations of the end user.

For the purposes of this RFP, the following categories define the desired range of products that should be included in the Contractor's full line catalog. These categories are provided solely for solicitation purposes and do not replace or restrict the Contractor's existing catalog structure. Offerors are encouraged to provide a broad and diverse product offerings within each category.

Category 1: Audio Equipment

Includes, but is not limited to: Audio Mixers, Recorders, Digital Signal Processors, Audio Enhancers, Amplifiers, Speaker Systems (including portable speakers, interior, exterior), Stereo Receivers/Equalizers, Radio Receivers, Public Address Systems (including portable systems), Intercom and Paging Systems, Wireless Microphone Systems, Audio Recorder and/or Playback Devices, and Sound Masking Systems.

Category 2: Video Equipment

Includes, but is not limited to: Video Cameras and Lenses, Equipment for Video Conferencing, Teleprompters, Mixers/Switches, Video Routing and Distribution Systems, Video and/or Digital Players/Recorders, Virtual or Augmented Reality Devices, Video Editing Systems, High-Definition Cameras (non-security related), Blu-Ray Players/Recorders, Document Cameras, Digital Video Storage Devices, and Video On-Demand Servers.

Category 3: Photographic Equipment

Includes, but is not limited to: Cameras, Digital Imaging and Editing Software, Camera Lenses and Accessories, Digital Memory Cards, and Lighting Equipment with Accessories.

Category 4: Screens, Displays, and Projection Equipment

Includes, but is not limited to: LED, OLED, and other screens/monitors/TVs of all sizes; Projection Screens (rear projection, motorized, tripod, portable, and wall-mounted); Plasma Displays and Panels; Interactive Screens (whiteboards, displays, monitors, projectors); Video Projection Systems; Video Presentation Boards; Projectors (LCD, DLP, Overhead, and Slide); Digital Signage Systems; Video Wall Systems; Presentation Devices; and Virtual Reality/Hologram Systems.

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Category 5: Peripherals and Accessories

Includes, but is not limited to: Audio/Video Mobile Carts, Mounting Systems, Podiums, Lecterns, Stands, Equipment Cases, Racks and Rack Mounting Equipment, Test Equipment, Batteries, Chargers, Cables, Connectors, Adapters, Multimedia Consoles and Control Systems, Switchers, Routers, Camera Accessories (such as tripods, fluid heads, and support equipment), Equipment Tables and Desks, and Lighting.

Category 6: Smart Classroom and Learning Technologies

Includes, but is not limited to: Learning Management System (LMS) integrations (e.g., Canvas, Blackboard, Google Classroom); Collaboration and Engagement Software (polling, quizzing, annotation, breakout session tools); Classroom Management Platforms; Lecture Capture and Streaming Systems; Device Connectivity and Management Tools; Hybrid/Remote Learning Platforms; and Cloud-Based Instructional Tools designed to enhance both in-person and online learning.

Category 7: Computer Devices and Hardware

Includes, but is not limited to: Imaged Computers, Laptops, Tablets, Mobile Devices, related accessories, and required services.

Category 8: Smart Classroom & Learning Technologies – Software

Contractors providing Smart Classroom and Learning Technologies shall ensure that any product requiring a software component to operate properly includes all necessary software licensing documentation. At a minimum, the Contractor shall provide a copy of the software licensing agreement, End User License Agreement (EULA), or other related licensing documentation at the time of quote and, upon request, attach such documentation with any invoice provided to the Customer.

Software purchases are intended to support the implementation of this portfolio, Smart Classroom and Learning Technology solutions, including but not limited to collaboration platforms, learning management system (LMS) integrations, classroom management tools, lecture capture applications, and content creation or editing software. Software may also be procured on a standalone basis when directly related to Smart Classroom and Learning Technologies.

The Contractor shall ensure that all software provided under this contract has appropriate licensing to permit use by all eligible users. Contractors must obtain and furnish EULAs to the Customer at the time of quote and/or prior to purchase, and must fully comply with all applicable data security, privacy, and IT requirements as outlined in each Participating Addendum.

Category 9: Consulting, Design, and Installation Services

Contractors may provide consulting and design services for Participating Entities, including needs assessment and planning, technology standards development, budget planning and analysis, custom design solutions, infrastructure design, user experience design, equipment installation, system integration and configuration, and quality assurance and testing.

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These categories collectively represent the breadth of products desired within the scope of work to ensure that Participating Entities have access to a wide variety of equipment and supplies. The list provided herein is illustrative and not exhaustive; Offerors may include additional relevant products not specifically listed above to support the comprehensive needs of public entities.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

The awarded Contractor(s) shall assign a dedicated Contract Manager to serve as the primary liaison between the Purchasing Entities and the Contractor. The Contract Manager shall be responsible for addressing inquiries, coordinating communications, and resolving issues or problems related to any aspect of the Master Agreement.

Internet-based Ordering System

The Contractor shall provide and maintain an Internet-based ordering system accessible to all Participating Entities through a dedicated URL/website. The system must be available via the Internet without the requirement for additional software or licensing. Access shall be provided free of charge, twenty-four (24) hours a day, seven (7) days a week, except during scheduled maintenance periods.

The ordering website shall be separated and distinct from the Contractor's commercially available (i.e., public) online catalog and ordering systems. No non-contract items or pricing shall be displayed without the prior written approval of the Lead Entity.

At a minimum, the Internet-based ordering system shall:

1. Allow Participating Entities to search the Contractor's catalog by keyword, brand name, description, or other relevant criteria.
2. Provide List Price, Discount, and Contract Pricing for each Purchasing Entity.
3. Enable pricing overrides when a negotiated quote with more favorable pricing has been offered.
4. Include a shopping cart feature with the ability for Purchasing Entities to specify shipping instructions.
5. Display contract and ordering information, including manufacturer name, product name, standard pricing, product photos, and descriptions.
6. Support secure online ordering with functionality for storing procurement card (P-card) information.
7. Provide order tracking and status updates after submission, as well as order history tied to the purchaser's account.
8. Maintain a database for each Participating Entity that records comprehensive sales information for the life of the contract, including (at minimum):
 - Date and status of each order, including shipment date.
 - Quantity, pricing, and order details.
 - Contact information of the individual placing the order.
9. Provide and maintain training materials, FAQs, and troubleshooting resources related to the website and contract. These resources must be updated as needed.

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10. Provide training for Purchasing Entities on basic system use (searching, ordering, invoicing, service tools, credits, etc.). One (1) training session, up to one hour, per Participating Entity per contract year shall be provided at no additional cost. Training may be delivered remotely (e.g., videoconference, webinar).
11. Provide contact information for ordering, billing, credit, service, and other support issues.
12. Provide a current list of Contractor sales representatives assigned to the contract, including contact information and geographic coverage.
13. Ensure compliance with ADA and each Participating Entity's IT accessibility standards.
14. Allow Purchasing Entities to create personal lists and profiles, with secure options for storing and maintaining P-card information.
15. Ensure a fully functional Internet-based ordering system meeting all requirements is operational within sixty (60) calendar days of award. Failure to meet this requirement may be deemed a default and result in cancellation of the award.
16. Restrict the online catalog to awarded contract category product(s) only. Contractors shall not cross-sell or cross-advertise products outside the awarded category(ies).
17. Include links to environmental certifications and sustainability programs, such as EPEAT, Energy Star, and take-back/recycling initiatives.

For large-quantity purchases, Purchasing Entities are encouraged to request quotes by contacting the Contractor's representative offline.

It is further desired that the Internet-based ordering system provide functionality to track and log previous order history by account to promote efficiency, ease of use, and continuity of frequently purchased products.

Other Ordering Requirements

1. The Contractor shall provide and maintain a toll-free telephone number for order placement. At a minimum, Purchasing Entities must be able to place orders, inquire about the status of existing orders, and obtain pricing and availability information. Customer service via the toll-free number shall be available Monday through Friday
2. The Contractor shall accept orders via email, in addition to other ordering methods described in this solicitation.
3. The Contractor shall provide the Purchasing Entity with a printable order confirmation upon order placement. Where orders are placed using a credit card, a printable receipt shall also be provided.
4. The Contractor shall acknowledge receipt of all orders within twenty-four (24) hours of placement. Such acknowledgment shall include confirmation of the order details and an estimated delivery date.
5. The Contractor shall notify the Purchasing Entity within forty-eight (48) hours of order acknowledgment if any item is on backorder or delayed. Notification must include the expected availability date and alternative options, if available.

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6. The Contractor shall provide shipment tracking information to the Purchasing Entity within forty-eight (48) hours of product dispatch. Tracking details must include the carrier, tracking number, and expected delivery timeframe.
7. No minimum or maximum order quantities are guaranteed under this Contract. Each Purchasing Entity shall order products on an as-needed basis, in accordance with its individual requirements.
8. The Contractor shall provide Purchasing Entities with written warranties for all items covered by warranty. This requirement includes the provision of third-party and pass-through warranties, where applicable.

Request for Quote (RFQ)

The Contractor, when requested, shall provide written quotes to Purchasing Entities. Prior to the commencement of any work, the Contractor shall estimate all project costs and determine whether the project requires special provisions, including unique labor rates resulting from the Purchasing Entity's statutes, regulations, or funding sources. No work shall proceed without the Purchasing Entity's written authorization. At a minimum, the following requirements shall apply to all quotes:

1. Labor and Services
 - The Contractor shall provide a not-to-exceed number of labor hours at the time of quote, identifying whether services will be performed on-site, off-site, or a combination of both.
 - The Contractor shall clearly identify each labor category/position to be utilized, along with the associated not-to-exceed hours. Labor categories must align with the Contractor's price sheet.
 - Where services are performed both on-site and off-site, the Contractor shall break down the hours assigned to each location.
 - At the conclusion of each day of on-site work, the Contractor shall present the Purchasing Entity with a daily log of services performed and hours worked. Daily logs must be submitted with the final invoice. The Purchasing Entity will only pay for on-site hours documented in daily logs.
 - If additional hours are required beyond the quoted not-to-exceed hours, the Contractor must submit a written quote for approval. No additional work shall proceed without the Purchasing Entity's written authorization. Unapproved hours will not be compensated.
2. Design Services
 - For design services, the Contractor shall specify in detail the deliverables provided at the time of quote, the scope of design services available, and how those services will align with and support the installation process.
3. Materials and Supplies
 - At the Purchasing Entity's request, the Contractor shall provide an itemized list of materials (defined as goods necessary for installation and hook-up of equipment) including actual acquisition cost and markup percentage.
 - Supplies (defined as end-use products such as HD screens, projectors, or speakers) must be itemized with markup information. Purchasing Entities reserve the right to request specific manufacturers.
4. Quote Documentation
 - Each quote shall include, at a minimum:

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- Contractor's name, subcontractor(s) name(s), and representative(s).
 - Date of quote and contract number.
 - Detailed product, material, and supply information, including pricing, extended pricing, cost-plus percentage mark-up, and supporting documentation of actual costs.
 - Quantities of all products, materials, and supplies.
 - Service line items, including hours per position.
 - Estimated number of days to complete the project.
 - Retainage requirements, if applicable.
 - Performance bond information, if required by the Participating Entity.
 - Additional fringe costs (e.g., mileage, lodging, freight) as pre-approved by the Purchasing Entity.
 - Any software included in the project, along with related licensing agreements.
 - Any Service Level Agreements (SLAs) or Maintenance Agreements.
5. Timeline and Authorization
- Quotes shall be provided within ten (10) calendar days of receipt of the RFQ, unless additional time is authorized by the Purchasing Entity.
 - If a site visit is required, the ten-day timeline begins on the business day following the site visit.
 - All quotes must remain valid for a minimum of sixty (60) calendar days from the date of issuance, unless otherwise agreed upon in writing by the Purchasing Entity.
 - Prior to fulfilling any order, the Contractor must obtain written confirmation from the end user that the quote has been received, reviewed, and accepted. Acceptable confirmation includes a purchase order or other written authorization dated on or after the date the quote was issued.

Back-Orders

The Contractor shall take all reasonable measures to minimize and prevent back-orders and out-of-stock conditions for contract items essential to the operation of Purchasing Entities' facilities. In the event that a contract item is back-ordered or out-of-stock, the Contractor shall provide notification to the Purchasing Entity in real time through the Internet-based ordering system, or no later than forty-eight (48) hours of order placement.

The Contractor shall proactively recommend alternative or substitute products for any item that is backordered or unavailable. In such cases, the Contractor shall make every effort to ensure that the substitution is comparable in quality and functionality to the originally ordered item. If the substitute item is priced higher than the contract price of the back-ordered item, the Contractor shall make reasonable efforts to provide a price match to the original contract price.

Guarantee of Equipment

1. The Contractor shall guarantee that all equipment furnished under the Contract is standard, new equipment of current manufacture. No attachment, component, or part shall be substituted, altered, or applied in a manner contrary to the manufacturer's recommendations or accepted industry standards.
2. All products provided under this Contract shall be guaranteed against defects in materials and/or workmanship for the duration of the manufacturer's standard warranty period, at a minimum.

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3. All equipment must meet or exceed all applicable federal, state, and local quality and safety requirements, and shall bear appropriate certifications, including Underwriters Laboratories (UL) approval where applicable.
4. All items shall be of first-quality manufacture, workmanship, and finish. No remanufactured, refurbished, used, or “grey market” equipment shall be supplied under this Contract.
5. All equipment and devices provided shall not be regionally locked or coded, and must be fully functional and compatible for use within the North America region.

Return of Items

1. Contractor Error

- Equipment or supplies deemed unacceptable due to quality deficiencies, duplicated shipments, outdated product, breakage, or other performance-related issues shall be subject to return at the Contractor’s expense.
- The Purchasing Entity shall inspect such items within ten (10) business days of receipt and provide notification to the Contractor. The Contractor shall accept return of such items within ten (10) business days following notification, with no restocking or handling charge.
- If the original packaging is not suitable for return, the Contractor shall, within ten (10) business days of notification, provide the Purchasing Entity with appropriate packaging materials at no cost.
- The Contractor shall furnish a prepaid return shipping label via email and shall assume all risk of loss or damage in transit.
- The Purchasing Entity may elect either replacement with acceptable equipment or supplies, or issuance of a credit/refund for the original purchase price. The choice of remedy shall be at the sole discretion of the Purchasing Entity.

2. Purchasing Entity Error

- Standard stock equipment or supplies ordered in error by a Purchasing Entity may be returned for credit within fifteen (15) calendar days of receipt, at the Purchasing Entity’s expense.
- Returned products must be unused, in original containers, and in resalable condition.

3. Mutual Agreement Returns

- Items not otherwise covered under Contractor Error or Purchasing Entity Error may be returned if both the Contractor and Purchasing Entity mutually agree in writing to such return.
- The terms of the return, including responsibility for freight, restocking fees (if any), and timeframe for return, shall be negotiated between the parties and documented prior to shipment of the return.
- In all cases, the Purchasing Entity shall be entitled to clear documentation of any associated costs prior to authorizing the return.

Professional and Technical Design Services

1. Design services shall be intellectual in nature and may include consultation, analysis, evaluation, prediction, planning, programming, or recommendation activities, resulting in the production of a deliverable report or completion of a defined task.
2. Design services shall not include the provision of supplies or materials except as incidental to the provision

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of the design service.

3. The Contractor shall assume full responsibility for ensuring that any design or system installation proposed and implemented meets the functional and technical requirements of the Participating Entity, as described in the scope of work. The Contractor warrants the sufficiency and appropriateness of its designs in meeting the Purchasing Entity's stated needs.
4. All design services must directly relate to integrated smart classroom solutions within the scope of this solicitation.
5. Purchasing Entities and Contractors may enter into additional contract documents specific to design services, as necessary, prior to the issuance of a Purchase Order. All such agreements shall remain subject to applicable laws, rules, policies, and procedures of the Purchasing Entity.

Installation

1. Pre-Installation Walkthrough

- Prior to issuing a final quote and commencing work, the Contractor shall conduct a Pre-Installation Walkthrough, when required by the Purchasing Entity, to assess installation requirements for the project.
- The walkthrough shall include all appropriate personnel to determine installation needs.
- Price quotes based on such walkthroughs shall be considered final.

2. Materials and Equipment Standards

- All materials, equipment, fixtures, and apparatus provided shall be new, unless otherwise authorized in writing by the Participating Entity.
- All materials and equipment shall be manufactured, installed, and applied in accordance with the manufacturer's specifications, applicable governing associations, and federal, state, and local laws, unless otherwise specified.

3. Cabling and Components

- All cabling, plates, and related components shall be new and covered by the supplier's warranty.
- This requirement includes, but is not limited to: zip ties, snap toggles, bulk wire, terminations, fasteners, connectors, video equipment, mountings, and similar installation materials.

4. Code Compliance

- The Contractor shall strictly adhere to all applicable building codes, including the National Electrical Code (NEC), National Fire Protection Association (NFPA) standards, the Americans with Disabilities Act (ADA), and the Uniform Building Code (UBC).
- In the event local codes are more restrictive, local codes shall take precedence.

5. Repairs and Restoration

- The Contractor shall be responsible for repairing any demolition, alterations, or access holes created during installation.
- Any holes exposed during the removal of existing equipment shall also be repaired by the Contractor.

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6. Debris and Disposal

- All debris, waste, and discarded materials resulting from the installation process shall be removed and properly disposed of by the Contractor.
- The Contractor shall seal all wall, floor, and roof penetrations using approved fire-stop or fire-seal compounds, in compliance with applicable safety and building regulations.

7. Ownership of Removed Equipment

- The Purchasing Entity shall retain ownership of all equipment and supplies removed during installation, unless otherwise agreed upon in writing by the Purchasing Entity.

8. System Testing and Quality Assurance

- Upon completion of each installation project, the Contractor shall perform comprehensive testing of system functionality under all applicable operating scenarios.
- The Contractor shall document and report any deficiencies, failures, or areas that do not meet the quality testing standards to the Purchasing Entity.

9. As-Built Drawings and System Documentation

- The Contractor shall provide the Purchasing Entity with complete as-built documentation within thirty (30) calendar days of installation completion, or as otherwise agreed to in writing.
- Documentation shall include, at a minimum:
 - Finalized wiring diagrams and schematics;
 - Equipment lists with model and serial numbers;
 - Network configuration details (if applicable);
 - User manuals and warranty information;
 - Preventive maintenance and troubleshooting procedures.
- All documentation shall be provided in both hard copy and electronic format (PDF or equivalent).

10. Training and Handover

- The Contractor shall provide training to designated personnel of the Purchasing Entity upon completion of each installation project.
- Training shall cover the operation, features, troubleshooting, and basic maintenance of all installed systems and equipment.
- Training may be conducted on-site or via remote session, as determined by the Purchasing Entity, and shall be included at no additional cost.
- The Contractor shall also provide user-friendly quick reference guides, in both print and electronic formats, tailored to the installed systems.
- The system shall not be considered fully accepted until training and handover are completed to the satisfaction of the Purchasing Entity.

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11. Post-Installation Support & Warranty

- The Contractor shall warrant all installation work, including labor, workmanship, and integration services, for a minimum period of one (1) year from the date of acceptance by the Purchasing Entity, unless a longer period is specified in the Participating Addendum or manufacturer's warranty.
- During the warranty period, the Contractor shall, at no additional cost to the Purchasing Entity, correct any deficiencies, defects, or failures arising from faulty installation, workmanship, or integration.
- The Contractor shall provide a documented escalation process for support requests, including designated points of contact for first-level, second-level, and final escalation.
- Response time for warranty-related issues shall not exceed seventy-two (72) hours from receipt of notice by the Purchasing Entity, unless otherwise authorized.
- If a defect cannot be remedied within a reasonable timeframe, as determined by the Purchasing Entity, the Contractor shall provide temporary replacement equipment of equal or greater functionality until the defect is corrected.
- The Contractor shall coordinate with manufacturers to ensure that warranty coverage for all equipment is properly registered and transferred to the Purchasing Entity at the time of installation.

Response Time and Scheduling

1. Initiation of work shall occur only upon issuance of a Purchase Order by an authorized representative of the Purchasing Entity. No installation or related work shall commence until such Purchase Order is received by the Contractor.
2. Upon receipt of a Purchase Order, the Contractor shall acknowledge receipt and contact the Purchasing Entity within five (5) business days to confirm scheduling of the work.
3. Once initiated, work shall proceed on a continuous basis unless otherwise coordinated with, and approved in writing by, the Purchasing Entity. Any interruption or suspension of work must be expressly authorized in writing by the Purchasing Entity.

Safety

1. The Contractor shall take all reasonable and necessary precautions to ensure the safety of all persons and to prevent damage, injury, or loss to property at the work site. This includes all real or personal property under the care, custody, or control of the Contractor or its employees.
2. The Contractor shall promptly notify the Purchasing Entity if, during the course of work, the Contractor observes or otherwise becomes aware of any conditions that, in the Contractor's professional judgment:
 - pose a risk to the safety of persons or property;
 - may adversely affect the performance or longevity of installed equipment; or
 - are in violation of applicable codes, regulations, or standards.

Hazardous Materials

1. The Contractor shall comply with all applicable federal, state, local, and Participating Entity requirements regarding the handling, storage, transportation, and disposal of hazardous materials.
2. If, during the performance of work, the Contractor encounters any hazardous material or substance not identified in the quote or project specifications, and if the Contractor determines that reasonable precautions would be inadequate to prevent foreseeable bodily injury or death to persons, the Contractor shall:
 - Immediately cease work in the affected area;

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- Promptly notify the Participating Entity of the condition; and
 - Provide written documentation of the hazardous condition within twenty-four (24) hours of discovery, including the location, description, and any immediate actions taken.
3. Hazardous materials may include, but are not limited to, asbestos, polychlorinated biphenyls (PCBs), or other substances identified as harmful under applicable law.
 4. Work in the affected area shall not resume until the Participating Entity has taken the necessary corrective measures or has authorized the Contractor to proceed under mutually agreed upon safety protocols.

Damage

1. The Contractor shall, at its sole expense, promptly remedy and/or repair all damage or loss to property caused by the Contractor in the performance of work.
2. The Contractor shall not be held liable for damage or loss attributable to the fault, negligence, or omission of the Purchasing Entity.
3. The Contractor shall remain responsible for any loss or damage to its own equipment, tools, or materials while performing work under the resulting Contract. The Purchasing Entity shall not bear responsibility for replacement or repair of Contractor-owned equipment or tools.

Removed Items and Clean-Up

1. The Contractor shall be responsible for the lawful removal and disposal of all excess materials, debris, and supplies generated during the course of work.
2. The work site shall be restored to its original condition, or better, prior to final payment for services rendered under the Contract.
3. If a Purchasing Entity incurs costs as a result of the Contractor's failure to perform the required clean-up, such costs shall be deducted from the Contractor's invoice or Purchase Order amount at the actual cost incurred by the Purchasing Entity.

V. LEAD ENTITY RESPONSIBILITIES AND TASKS

The Lead Entity shall serve as the primary administrative and contractual authority for the Contract. The Lead Entity's responsibilities to the Contractor shall include, but are not limited to, the following:

1. Contract Administration and Oversight
 - Execute and administer the Master Agreement on behalf of all Participating Entities.
 - Serve as the official point of contact for Contract interpretation, clarifications, and modifications.
 - Monitor overall Contractor compliance with the terms, conditions, and requirements of the Master Agreement.
 - Review and approve or deny Contractor requests for price adjustments, contract modifications, or other changes, in accordance with the provisions of the Contract.
2. Communication and Coordination
 - Provide Contractors with timely communication regarding policy updates, amendments, or other administrative requirements affecting the Contract.
 - Facilitate communication between Contractors and Participating Entities when necessary to resolve disputes or provide clarification of Contract terms.

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- Distribute relevant Contract documents, updates, and notices to Contractors in a timely manner.
3. Performance Monitoring
 - Collect and review required Contractor reports, including sales reports, usage reports, and performance metrics, as specified in the Contract.
 - Conduct performance reviews and audits, as necessary, to ensure Contractor compliance with Contract terms.
 - Address Contractor performance issues by coordinating corrective action plans when deficiencies are identified.
 4. Support to Participating Entities
 - Provide oversight and guidance to Participating Entities regarding proper use of the Contract.
 - Respond to inquiries from Participating Entities regarding Contract scope, pricing, ordering procedures, and dispute resolution.
 - Assist Participating Entities in elevating unresolved issues with Contractors to ensure timely resolution.
 5. Specific Administrative Tasks
 - Maintain the official Contract file, including executed agreements, amendments, Contractor reports, and related documentation.
 - Publish and maintain Contractor contact information, pricing schedules, and Contract documents on the designated Contract management website.
 - Provide Contractors with notice of required meetings, reporting deadlines, and any other administrative deliverables as outlined in the Contract.
 6. Neutral and Fair Contract Management
 - Ensure that all Contractors are treated equitably and consistently under the Master Agreement.
 - Apply uniform standards when reviewing Contractor requests, reporting obligations, and performance compliance.

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Attachment B
RFXPREMIER 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 Eligible Entity** mean all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- 1.4 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 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.
- 1.6 Lead Entity** means the Entity administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.7 Master Agreement** means the underlying agreement executed by and between the Lead Entity, acting in cooperation with RFXPremier, and the Contractor, as now or hereafter amended.
- 1.8 RFXPremier** is a division of the Procurement Professionals Alliance (“PPA”). RFXPremier facilitates administration of the PPA cooperative group contracting consortium for the benefit of states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations. RFXPremier 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 Entity.
- 1.9 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.10 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.).
- 1.11 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded

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software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The Service Provider shall provide services, equipment, and deliverables as listed in a Statement of Work to this 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, Institution of Higher Education, K-12, or a nonprofit organization 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 will commence on the Effective Date and continue for five (5) years. The term of this Master Agreement may be amended beyond the initial term for one (1) additional year at the Lead Entity’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead Entity 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 Entity 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 Entity 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 Entity under the applicable laws, rules and regulations 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** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
- 3.1.3** RFXPremier Master Agreement, including all attachments thereto;
- 3.1.4** The Solicitation or, if separately executed after award, the Lead Entity’s bilateral agreement that integrates applicable provisions;
- 3.1.5** Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead Entity.

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 Entity and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

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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 Entity and

Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 Eligibility for Participation. Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.

4.2 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.

4.3 Applicability of Master Agreement. RFXPremier 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 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.

4.4 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. 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 Requirement for Unique Identifier. Any eligible entity wishing to make a purchase under this Master Agreement shall register for, and receive, a Unique Identifier number from RFXPremier. All Purchases made under this Master Agreement will utilize the unique identifier and contract number.

4.6 Eligibility for a Participating Addendum or Order. All eligible entities may sign their own Participating Addendum or Order. In all instances, 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 Entity, 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

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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 Entity 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 Entity prior approval for the release of information that pertains to the potential work or 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 RFXPremier, the Lead Entity, 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. RFXPremier Provisions

- 5.1 Applicability.** RFXPremier is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of RFXPremier as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 RFXPremier Fee.** Contractor shall pay to RFXPremier, or its assignee, a RFXPremier Administrative Fee of one percent (1% or 0.01) no later than sixty (60) days following the end of each calendar quarter. The RFXPremier 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 RFXPremier 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 Entity's solicitation.
- 5.2.2 Entity Imposed Fees.** Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. 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 Participating Entity, Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such agreement will affect the RFXPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

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5.3 RFXPremier Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to RFXPremier 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 RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFXPremier 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 RFXPremier, report Summary Sales Data to RFXPremier 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 RFXPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFXPremier, report Detailed Sales Data to RFXPremier 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 RFXPremier. 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 RFXPremier, Contractor shall provide to RFXPremier 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 RFXPremier. 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 RFXPremier with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with RFXPremier to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by RFXPremier, provide

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RFxPremier 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. RFxPremier and Contractor will determine the format and content of the executive summary.

5.4 RFxPremier Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with RFxPremier personnel. Contractor shall present plans to RFxPremier for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement

contract, including the competitive nature of RFxPremier 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 RFxPremier, 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 Entity and RFxPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

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

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFxPremier of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFxPremier, Contractor shall provide a copy of any such provisions.

5.5 RFxPremier eMarketPlace

5.5.1 The RFxPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFxPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFxPremier Master Agreement.

5.5.2 Contractor shall cooperate in good faith with PPA, and any third party acting as an

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agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.

- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 5.5.9** PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFXPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule,

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at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor’s PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an

electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead Entity contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional PPA, Lead Entity, or Participating Addendum requirements.

5.6 Cancellation. In consultation with RFXPremier, the Lead Entity 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 Entity

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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 Entity 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 Entity to cancel the Master Agreement under applicable laws.

- 5.7 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.
- 5.8 Additional Agreement with PPA.** Upon request by RFXPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFXPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

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 mutually agreed upon by both Parties in writing. If unable to do so, either Party may terminate this Agreement with thirty (30) days written notice. The prices and rates provided in this contract may be adjusted by an amount reasonably necessary to reflect any current market price increase in the costs of the labor, materials, and equipment. As used herein, a cost increase shall mean any increase in cost of materials, equipment, and/or labor exceeding 2% experienced by Contractor from the initial term through any additional term renewals.
- 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 Entity.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum, Order, or SOW, Payment after Acceptance will be made within thirty (30) days following the date a correct invoice is received. 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, Order, or SOW, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum, Order, or SOW, which will incorporate the billing milestones

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associated with the Payment. 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.
- 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.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon entity 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. Notwithstanding termination or expiration of the Agreement or any Statement of Work, and subject to Section 6.2 and 7.5.3, the Participating Entity shall pay the Contractor for all Services

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performed and Deliverables provided up to the termination or expiration date, including any outstanding Orders despite contract 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. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor’s until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor’s warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the

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freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor’s carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer’s standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 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.
- 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 Entity, or to any other authorized agent or official of the Lead Entity 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** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not 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 necessary action to ensure 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 meets the standard of

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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 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 met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) 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.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

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.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) Contractor will pass through to Participating Entity any warranty right it receives from a third-party provider of software, hardware or other components not authored or manufactured by Contractor (“Third-Party Warranties”); and (b) Contractor will reasonably cooperate with Participating Entity in enforcing such rights, at Contractor’s expense. **CONTRACTOR PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY COMPONENTS, AND WILL NOT BE LIABLE FOR ANY FAILURE OF ANY THIRD-PARTY PRODUCT OR COMPONENT TO FUNCTION AS EXPECTED OR INTENDED.** (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.
- 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 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

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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 grants to the Purchasing Entity a non-exclusive, limited license to use the Intellectual Property for the term of the Agreement. The Customer is granted a perpetual, non-exclusive, worldwide, non-transferable, and royalty-free license to use, execute, reproduce, and display the Deliverables, and to prepare derivative or collective works based on them. For Deliverables containing third-party content not owned by the Service Provider, the Customer's rights are governed by the applicable end-user licensing Agreement as described in the Statement of Work. 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

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, 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. No Participating Entity or Purchasing Entity shall be required to indemnify Contractor, except to the extent permitted by applicable law. Any indemnification obligation of a public entity shall apply only to the extent not prohibited by the laws of that entity's jurisdiction.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless PPA, RFXPremier, the Lead Entity, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against 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"), provided that such claims arise only from acts, errors, or omissions directly attributable to the Contractor.

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;

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- 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 vigorously 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.

12.2.4 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.** Except for (a) claims, losses, and liabilities arising from a Party’s gross negligence or willful misconduct; (b) claims, losses, and liabilities arising from death, injury, or damage to tangible property; (c) claims, losses, and liabilities arising from a Party’s violation of applicable law; and (d) each Party’s indemnification obligations, each Party’s aggregate liability to the other Party for all other claims (including for direct damages) under this Master Agreement, a Participating Addendum, or an Order, shall not exceed the greater of (i) five million dollars (\$5,000,000), or (ii) the total fees paid and payable in the twenty-four (24) months immediately preceding the event giving rise to liability.

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,

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at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage 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 within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead Entity a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead Entity that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating Entity as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead Entity 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 evidence of coverage may, at the sole option of the Lead Entity, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit 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 will adequately reflect performance and administration of payments and fees. Contractor shall permit, upon at least thirty (30) days written notice, the Lead Entity, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S.

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Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe 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. 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, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead Entity, 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.

14.1.3 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 Entity to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to 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 Contractor 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 Purchasing Entity ("Confidential Information"). Additionally, any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by any Participating Entity or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to Contractor business plans, customer lists, intellectual and proprietary information, and any information a reasonable person would consider confidential under the circumstances, is Confidential Information of Contractor.

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

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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.** All Parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, 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 Orders placed 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 Entity 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 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 would cause irreparable injury to the Purchasing Entity that cannot be adequately 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.

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- 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 RFXPremier.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to RFXPremier'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 Entity, a Participating Entity, 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 Entity 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 Entity'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 Entity.
- 14.3.2** The Lead Entity reserves the right to assign any rights or duties, including written assignment of contract administration duties, to RFXPremier and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead Entity in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead Entity 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 Entity, 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.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party 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.

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14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war, or any other Force Majeure event which are beyond that party's reasonable control, except for the payment of money. The affected party must promptly inform the other party in writing about the occurrence of a Force Majeure event. The Lead Entity may terminate this Master Agreement 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 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 by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; except as expressly provided otherwise in this agreement, the Contractor makes no warranties, whether express, implied or statutory, regarding the services or deliverables provided under this agreement and specifically disclaims all implied warranties of merchantability, fitness for a particular use or purpose, satisfactory quality, suitability, title, noninfringement and those arising from a course of dealing, usage, or trade practice.

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 Entity 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, or make a good faith effort to cure, the default. The Lead Entity shall 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 Entity, 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 Contractor's liability for damages. Contractor shall not be required to cure a default to the extent such default is solely and directly caused by the Lead Entity's material breach of this Master Agreement.

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 Entity shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

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- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Suspension of Contractor from being able to respond to future bid solicitations, to the extent permitted by applicable law and the jurisdiction of the Participating Entity;
- 14.8.3.4** Suspension of Contractor’s performance; and
- 14.8.3.5** 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 Entity, 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 Entity, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead Entity 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 Entity.

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 Entity, 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 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

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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 Entity 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 Entity. 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 Entity. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead Entity. 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 Entity for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead Entity is a 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 RFXPremier, 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 C

UNIVERSITY OF WASHINGTON GENERAL TERMS AND CONDITIONS UNIVERSITY OF WASHINGTON PARTICIPATING ADDENDUM

These terms will be required for all purchases made by the University of Washington, and will be negotiated between the University of Washington and the Offeror as part of the University of Washington's Participating Addendum Process.

- 1. DEFINITIONS** – As used throughout this Contract, the following terms shall have the meaning set forth below:
 - a. "Contract" means purchase order and/or the entire written agreement between the UW and the Contractor, including any exhibits, Riders, and other materials incorporated by reference.
 - b. "The Contractor" means that firm, provider, organization, individual or other entity providing goods and/or performing service(s) under this Contract.
 - c. "Contractor Group" means, collectively, the Contractor and all Subcontractors.
 - d. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transaction involving certain federal funds.
 - e. "Improper Influence" means any influence that induces or intends to induce a UW employee or officer to give special consideration or award a Contract on any basis other than the merits of the matter.
 - f. "Materials" means all information in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions.
 - g. "Ownership" includes the right to copyright, patent, and register, and the ability to transfer, these rights.
 - h. "RCW" means the Revised Code of Washington. All reference in this Contract to RCW chapters or sections shall include any successor, or replacement statute.
 - i. "Regulation" means any federal, state, local, or UW regulation, law, rule, or ordinance.
 - j. "Rider" means additional terms and conditions, other than General Terms and Conditions that address a specific UW requirement based on the scope and nature of Work.
 - k. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - l. "Subcontractor" means one not in the employment of the Contractor, and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor, and/or any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier. Control for the context of this paragraph, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.
 - m. "UW" means the University of Washington, any division, section, office, unit, or other entity of the University of Washington, or any of the officers or other officials lawfully representing the University of Washington.
 - n. "Work" refers to all services, work, and activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Contract.

- 2. ADVANCE PAYMENTS PROHIBITED** – No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the UW except as authorized by law.

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3. AMENDMENTS –

- a. This Contract may be amended by mutual agreement of the parties. No material alterations in any of the terms, conditions, delivery, price, quality, quantity, or specifications shall be effective unless the alteration is expressly acknowledged and accepted in writing by the UW.
- b. Automatic extensions and renewals are not authorized unless stated in writing and included in Contract issued by the UW.

4. ANTITRUST ASSIGNMENTS – The Contractor hereby assigns to the UW any and all claims for price fixing or overcharges relating to goods, products, services and/or materials purchased under this Contract, except as to overcharges that result from antitrust violations commencing after the price is established under this Contract and

that are not passed on to the UW under an escalation clause.

5. ASSIGNMENT – The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor without prior written consent by the UW. Provision of monies due under this Contract shall only be assignable with prior written permission of the UW.

6. ATTORNEYS' FEES – In the event of litigation or other action brought to enforce contract terms, each party shall bear its own attorney's fees and costs.

7. BREACH, DEFAULT, TERMINATION

- a. Breach: A breach of a term or condition of this Contract shall mean any one or more of the following events:
 - i. The Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to this Contract signed by the UW;
 - ii. The Contractor breaches any warranty or fails to perform or comply with any term or agreement in this Contract;
 - iii. The Contractor makes any general assignment for the benefit of creditors;
 - iv. In the UW's sole opinion, the Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
 - v. The Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors;
 - vi. Any receiver, trustee, or similar official is appointed for the Contractor or any of the Contractor's property;
 - vii. The Contractor is determined to be in violation of any regulations and that such determination, in the UW's sole opinion, renders the Contractor unable to perform any aspect of this Contract.
- b. Default: The Contractor may be declared in default for a material breach of any term or condition.
- c. Termination for Convenience: The UW may terminate this Contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice to the Contractor. Termination charges, other than reimbursement at cost for any third party restocking/cancellation fees incurred by Contractor (provided Contractor provides documentation reasonably substantiating such fees, such as an invoice from the applicable vendor), shall not apply unless they are mutually agreed by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by the Contractor prior to date of termination. Should the parties not agree to a satisfactory settlement, the matter shall be handled in accordance with Section 16 ("Dispute Resolution").
- d. Termination for Breach and/or Default: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or the Contractor's suppliers or subcontractors, the UW shall be entitled, by at least two (2) business days'

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written notice and Contractor's failure to institute a cure of the stated breach and/or default within such period, to cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against the Contractor by reason of the Contractor's breach as provided by law.

- e. Termination Due to Change in Funding: If the funds the UW relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on funding by the entity funding the UW, the UW may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
 - f. Termination by Mutual Agreement: The UW or the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.
8. **COMPLIANCE WITH APPLICABLE LAW** – At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations. To the extent that Contractor will provide performance to any UW Medicine entity, Contractor agrees to comply with all UW Medicine Compliance policies and the UW Medical Center Corporate Compliance Plan. Any violation of this section shall be considered a material breach of this Contract. Contractor agrees to indemnify and hold the UW harmless from any and all damages or claims caused by Contractor's failure to comply with law.
 9. **COMPLIANCE WITH FEDERAL CIVIL RIGHTS LAW**—The Contractor and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identify, national origin, protected veteran status or disability.
 10. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT** – During the term of this Contract, Contractor shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor shall give written notice of this nondiscrimination requirement to any labor organization with which Contractor has a collective bargaining or other agreement. In the event Contactor enters into any subcontract, Contractor shall include this clause therein.
 11. **CONFIDENTIALITY** – The Contractor may use information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law. The Contractor shall maintain the confidentiality of all confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the UW.
 12. **CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the UW may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the UW that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of this Contract, or the provision of goods or services under this Contract. If this Contract is terminated as provided herein, the UW shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the UW provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
 13. **COPYRIGHT AND INTELLECTUAL PROPERTY PROVISIONS** – Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act

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and shall be owned by the UW. The UW shall be considered the author of such Materials. If the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the UW effective from the moment of creation of such Materials. For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, the Contractor grants to the UW a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the UW. The UW shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any Materials delivered under this Contract. The UW shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor. Notwithstanding anything to the contrary herein, any third party pre-existing materials comprising third party commercially available products shall be governed by the applicable third party licensor’s end user license agreement, which will be made available to the UW.

- 14. COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents, as defined in the FAR Subpart 3.4, maintained by the Contractor for the purpose of securing business. The UW shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.
- 15. DIGITAL ACCESSIBILITY** – UW is a public entity, and in accordance with, inter alia, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), the Amendments Act of 2008, and amendments and updates thereto, is obligated to make its services, programs, and activities accessible to individuals with disabilities.
- To the extent the goods and services provided by Contractor include or incorporate digital products or services, including web content, web applications, software systems, cloud services, mobile apps, digital documents, audio/video content, and other works that include a digital user interface and are intended for use by students, employees, patients, and visitors of the University of Washington, Contractor represents (1) that it is committed to promoting and improving accessibility of all its products as specified in Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as the Minimum Digital Accessibility Standard as defined in the University of Washington Digital Accessibility Rider (Rev. 3/31/25) (“Rider”) that contractors are expected to meet, and (2) Contractor’s Works shall provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, as defined in the Rider, incorporated by reference or attached to a University purchase order or contract.
- 16. DELIVERY**– Delivery shall be accomplished by the date and time in the applicable purchase order or contract document. Noncompliance may be construed as grounds for termination for cause for failure to deliver on time.
- 17. DISPUTE RESOLUTION** – If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolutions procedure.
- 18. FEDERAL EXCLUSION AND DEBARMENT** – The Contractor, by accepting the terms of this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared

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ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor shall include the above-mentioned requirement in any and all Subcontracts into which it enters. In the event that the Contractor becomes debarred, suspended or ineligible from participating in transactions, the Contractor shall notify the UW in writing within three (3) working days of an event. To the extent that the Contractor will provide performance to any UW Medicine entity, Contractor hereby represents and warrants that Contractor is not currently, and at no time has been sanctioned, debarred, suspended, or excluded by any federally funded healthcare program, including without limitation, Medicare and Medicaid. Contractor hereby agrees to immediately notify UW of any threatened, proposed, or actual sanctions, debarment action, suspension, or exclusion by or from any federally funded health care program during the term of this Contract.

19. **FORCE MAJEURE** – Neither the Contractor nor the UW shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or the UW. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of a governmental body other than the UW acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the UW, or their respective Subcontractors.
20. **GOVERNING LAW** – This Contract shall be interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.
21. **INDEMNIFICATION** – The Contractor shall indemnify, defend, and hold the UW, the Board of Regents of the UW, and their officers, employees, students, and agents harmless from and against all claims for damages, costs (including attorney’s fees), or liability, relating to the death or injury to any persons or the damage of any property resulting from or arising out of the acts or omissions of the Contractor or its employees, agents, or Subcontractors in connection with this Contract. The Contractor expressly agrees to indemnify, defend, and hold harmless the UW for any claim arising out of or incident to the Contractor’s or any Subcontractor’s performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend, and hold harmless the UW only to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify the UW, the Board of Regents of the UW, and their officers, employees, students, and agents as provided herein.
22. **INDEPENDENT CONTRACTOR** – The parties intend that an independent contractor relationship is created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the UW. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the UW or of the State of Washington by reason hereof, or act as attorney in fact, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee. Conduct and control of the work will be solely with the Contractor.
23. **INFRINGEMENTS** – The Contractor agrees to defend, indemnify, and hold harmless the UW against all claims for patent, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered under this Contract, and to assume all expense and damage arising from such claims.
24. **INSURANCE**—If the Contractor’s performance under this Contract will involve Work falling into any of the categories enumerated within this section, Contractor shall maintain, during the performance of this Contract, all relevant types of insurance in amounts equal to or exceeding those listed below. Upon request, Contractor shall, prior to the commencement of Work under this Contract, provide the UW Procurement Services Department, or other University unit identified in Contract, with a certificate of insurance evidencing proof of insurance coverage, and shall name the Board of Regents of the UW as an

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additional insured.

All insurance policies shall contain an appropriate severability of interests clause. UW reserves the right to require additional types of insurance, and/or higher insurance limits, as circumstances require.

Contractor shall provide appropriate proof of insurance under this section upon request, regardless of type or amount. Upon request, Contractor shall submit to UW within fifteen (15) days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section.

Contractor shall submit renewal certificates as appropriate during the term of the Contract. Contractor shall maintain insurance of at least the following types and amounts:

a. Commercial General Liability Insurance.

For service contracts in which Contractor will perform a significant portion of the Work under this Contract on the UW Campus, within UW facilities, in contact with UW employees or students, or upon request, Contractor shall maintain Commercial General Liability Insurance, and provide proof of such upon request, in the following amounts:

- \$1,000,000 per occurrence
- \$3,000,000 aggregate
- \$100,000 damage to premises

b. Automobile Liability Insurance.

For Contracts including services delivered pursuant to this Contract involving the use of vehicles, either owned, unowned, or hired by the Contractor, Contractor shall maintain Automobile Liability Insurance, and provide proof of such, in the following amount:

- \$1,000,000 per occurrence; owned, unowned, and hired vehicles shall be covered.
- Contractor may provide Combined Single Limit for bodily injury and property damage.

c. Professional Liability/Errors and Omissions Insurance.

For services delivered pursuant to this Contract, either directly or indirectly that involve or require professional services, skill, and/or judgment, or upon request, Contractor shall maintain Professional Liability/Errors and Omissions Insurance, and provide proof of such upon request, in the following amounts:

- \$2,000,000 per claim
- \$3,000,000 aggregate

For Contracts under this subsection, the provision of Professional Liability/Errors and Omissions Insurance shall replace the Contractor's obligation to maintain and provide proof of Commercial General Liability Insurance.

d. Foreign Liability Insurance

For services provided under this Contract which will be performed outside of the United States or upon request, Contractor shall maintain the following types and levels of insurance and provide proof of such upon request:

- International Commercial General Liability coverage with a limit of at least \$5,000,000 per occurrence including products/completed operations coverage.
- International voluntary workers' compensation coverage per statutory requirements.
- International automobile liability insurance with limits of at least \$1,000,000 per occurrence.

LIMITATION OF LIABILITY –Neither Party shall be liable to the other Party or, with respect to the UW, to any Subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement. This section does not modify any specific agreement regarding liquidated damages, or any other conditions expressly agreed elsewhere between the parties.

25. ORDER IDENTIFICATION – All invoices, packing lists, packages, shipping notices, and other written documentation affecting any goods delivered under this Contract shall contain the applicable order

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number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Contract indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received. Shipments received without order numbers may be refused at the Contractor's expense.

- 26. ORDER OF PRECEDENCE** – In the event of any inconsistencies or conflicting terms and conditions in this Contract, such inconsistency or conflict shall be resolved by giving precedence in the following order: any negotiated Contract between the UW and Contractor; federal flow down terms and conditions (if applicable); federal, state, or local laws or regulations. The Contractor's terms proposed are rejected unless otherwise provided in writing by the UW Procurement Services Department.
- 27. MISCELLANEOUS FEES/CHARGES** - The UW reserves the right to reject invoices that include unidentified or miscellaneous fees and charges not included in Contractor's quote, proposal, or contract with the UW. Miscellaneous fees/charges may include, but are not limited to tariffs, special handling or packaging, fuel surcharge, compliance charge, paper invoice fee, merchant bank fee, energy surcharge, additional time fee.
- 28. PAYMENT, PAYMENT METHOD, PROMPT PAYMENT DISCOUNT** – The UW shall not process invoices for payment, and the period of computation for prompt payment discount will not commence, until the UW receives a properly completed invoice or receives and accepts invoiced items, whichever is later. For orders with an anticipated period of performance longer than thirty (30) days, Contractor shall have the right to bill the UW on a monthly basis in arrears for Work performed (including items delivered). If an adjustment in payment is necessary due to damage or dispute, the prompt payment discount period shall commence on the date final approval for payment is authorized. If the UW fails to make a timely payment, the Contractor may invoice for a minimum of \$1 or maximum of 1% per month on the amount overdue (RCW 39.76.011). Payment shall not be considered late if a check, warrant or electronic transmittal notice has been mailed or issued within the time specified, or, if no terms are specified, within thirty (30) days from date of receipt of a properly completed invoice or goods, whichever is later. The UW shall not honor drafts nor accept goods on a sight draft basis. Contractor shall accept payment via an approved UW payment method. Information about the payment process can be found at <https://finance.uw.edu/ps/suppliers>. All invoices must be submitted in accordance with instructions provided with the order, whether verbal or written. Contractors must submit invoices in accordance with instructions on the University Purchase order. Failure to comply with order and invoicing instructions may be considered a breach of Contract.
- 29. PROPRIETARY INFORMATION/PUBLIC RECORDS** – The Contractor must clearly identify any material such as, but not restricted to, valuable formulae, design, drawing, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. The UW will give notice to the Contractor of any request for disclosure of such information. Failure to so label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver of any claim that such materials are, in fact, exempt.
- 30. PUBLICITY** – The Contractor shall not mention, imply, or utilize UW name and/or logo or other marks in any publicity matters, regardless of media format, without the prior written consent of the UW.
- 31. RECORD MAINTENANCE AND RIGHT OF INSPECTION** – The Contractor shall maintain, at no additional cost, all records and other materials relevant to this Contract for a period of six (6) years, in accordance with Chapter 40.14 RCW following the date of termination or expiration of this Contract. At no additional cost, these records shall be subject at all reasonable time to inspection, review or audit by the UW, personnel duly authorized by the UW, and any representatives of the Washington State Government, including the Office of the State Auditor, and/or the Federal Government, including but not limited to, the Comptroller General, or any authorized representative of the General Accounting Office (GAO), so

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authorized by statute, regulation or this Contract. Contractor shall provide reasonable access to all such records, upon request, including, but not limited to, any access to Contractor's facilities necessary to examine these records during the period specified in this section. If any litigation, claim, or audit is initiated before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

32. REJECTION – All goods or materials purchased herein are subject to approval by the UW. Any rejection of goods or materials resulting from nonconformity to the terms, conditions, or specifications of this Contract, whether held by the UW or returned, will be at the Contractor's risk and expense.

33. RIDERS TO UW GENERAL TERMS AND CONDITIONS - UW reserves the right to supplement these General Terms and Conditions with additional Rider(s) that addresses certain risk area(s) or additional conditions associated with of the Work to be performed by the Contractor.

A Rider may be required during Contract negotiation and formation, or, during the term of the Contract as an amendment. Based upon the type, nature, and purpose of the Work and this Contract, the Rider may address areas such as: civil rights, educational mission specific requirements, health-care specific, requirements, payment processing, privacy, special technical requirements, special insurance coverages, specific compliance requirements, etc.

34. RIGHTS AND REMEDIES – Failure of the UW to insist upon the strict performance of any term or condition of this Contract or to exercise or delay any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment, or services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of this Contract.

35. SEVERABILITY – If any term or condition of this Contract is deemed invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

36. SHIPPING INSTRUCTIONS – Unless otherwise instructed, all goods are to be shipped prepaid, FOB Destination, as defined in RCW Title 62A. Where specific authorization is granted to ship goods FOB Shipping Point, the Contractor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill the UW as a separate item on the invoice for the charges. The UW reserves the right to refuse COD shipments. Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein that occur prior to delivery, and such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

37. SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the Work contemplated under this Contract without obtaining prior written approval of the UW.

38. TAXES – All payments accrued on account of property taxes, payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor. Where required by state statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the UW agrees to pay State of Washington sales or use taxes on all applicable services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and the UW agrees to furnish the Contractor with an exemption certificate where appropriate. The Contractor shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

39. TERMINATION PROCEDURES – After receipt of a notice of termination, and except as otherwise directed by the UW, the Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice.
- b. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract that is not terminated.
- c. Assign to the UW, in the manner, at the times, and to the extent directed by the UW, all of the

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- rights, title, and interest of the Contractor under the orders and Subcontracts so terminated, in which case the UW has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the UW to the extent the UW may require, which approval or ratification shall be final for all the purposes of this clause;
 - e. Transfer title to the UW and deliver in the manner, at the times, and to the extent directed by the UW any property which, if this Contract had been completed, would have been required to be furnished to the UW;
 - f. Complete performance of such part of the Work as shall not have been terminated by the UW; and
 - g. Take such action as may be necessary, or as the UW may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the UW has or may acquire an interest.

The UW shall pay to the Contractor the agreed upon price, if separately stated, for completed Work and services or goods accepted by the UW. The UW may withhold from any amounts due the Contractor a sum that the UW determines to be necessary to protect the UW against potential loss or liability. The rights and remedies of the UW provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

40. TREATMENT OF ASSETS

- a. Title to all property furnished by the UW shall remain in the UW. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the UW upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the UW upon (1) issuance for use of such property in the performance of this Contract, or (2) commencement of use of such property in the performance of this Contract, or (3) reimbursement of the cost thereof by the UW in whole or in part, whichever first occurs.
- b. Any property of the UW furnished to the Contractor shall, unless otherwise provided herein or approved by the UW be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of the UW that results from the negligence of the Contractor or from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any UW property is lost, destroyed, or damaged, the Contractor shall immediately notify the UW and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to the UW all property of the UW before settlement upon completion, termination, or cancellation of this Contract.

41. WARRANTY

- a. **Product:** The Contractor warrants all goods, products and services delivered under this order conform to specifications herein, shall be free from defects in material and workmanship, and shall be fit for the intended purpose. All goods, products and services found defective shall be replaced upon notification by the UW. All costs of replacement, including shipping charges, shall be borne by the Contractor.
- b. **Price:** The Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.
- c. **Financial Status:** The Contractor warrants that at the time of the commencement of its

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performance under this Contract, it has not commenced bankruptcy proceedings and that there are no judgments, liens or encumbrances of any kind affecting title to any goods that are the subject of this Contract.

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**Attachment D
PRICING**

This Attachment D – Pricing sets forth the discounts and not-to-exceed labor rates applicable under the Master Agreement for audiovisual equipment, related hardware, software, and services. All pricing is subject to the terms and conditions of the Master Agreement.

Category 1 – Audio Equipment

Includes, but is not limited to: Audio Mixers, Recorders, Digital Signal Processors, Audio Enhancers, Amplifiers, Speaker Systems (including portable, interior, exterior), Stereo Receivers/Equalizers, Radio Receivers, Public Address Systems (including portable systems), Intercom and Paging Systems, Wireless Microphone Systems, Audio Recorder and/or Playback Devices, and Sound Masking Systems.

Manufacturer (List Alphabetically)	Discount %
All AKG Product Line	25
All AMX Harman	33
All Anchor Audio	24
All Audix Product Line	25
All Aurora Product Line	35
All Biamp Product Line	38
All Bosch Product Line	25
All Bose Product Line	28
All BSS Product Line	28
All Cambridge Sound Management Product Line	38
All Clock Audio Product Line	20
All Crown Product Line	33
All DBX Product Line	30
All Electro-Voice Product Line	25
All Furman Product Line	28
All Innovox Product Line	38
Jabra	28
All JBL Product Line	28
All KSI Professional	25
All Lab Gruppen Product Line	25
All L'Acoustics Product Line	22
All Lea Professional	22
All Listen Technologies Product Line	22
All QSC Product Line	28
All RDL Product Line	28

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Sennheiser	30
All Shure Product Line	35
All Sound Control Technologies	23
All SoundCraft Product Line	30
All Symetrix Product Line	28
All Tannoy Product Line	25
All Tascam Product Line	28
All Williams Sound Product Line	28

Category 2 – Video Equipment

Includes, but is not limited to: Video Cameras and Lenses; Equipment for Video Conferencing; Teleprompters; Mixers/Switchers; Video Routing and Distribution Systems; Video and/or Digital Players/Recorders; Virtual or Augmented Reality Devices; Video Editing Systems; High-Definition Cameras (non-security); Blu-ray Players/Recorders; Document Cameras; Digital Video Storage Devices; and Video On-Demand Servers.

Manufacturer (List Alphabetically)	Discount %
All AMX Harman	33
All Atlona	28
All Belden/Grass Valley Product Line	30
Cisco Video Systems	20
All Crestron	38
All Elmo Document Cameras	38
All Extron Product Line	38
All Gefen Product Line	38
All Hosa Product Line	28
All Hall Research Product Line	28
All Key Digital Product Line	28
All Kramer Product Line	34
All Liberty AV	40
All Logitech Product Line	22
All Marshall Video & Audio Equipment	22
All Panasonic Pro Video	22
All POLY/ HP	20
All Visionary Solutions Product Line	21

Category 3 – Photographic Equipment

Includes, but is not limited to: Cameras; Digital Imaging and Editing Software; Camera Lenses and Accessories; Digital Memory Cards; and Lighting Equipment with Accessories.



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All NEC LED Video Walls	28
All NEC Projectors	29
All NEC Professional Large Format Display	28
All Newline Interactive Displays	30
All Optoma Product Line	28
All Samsung Large Professional Displays	29
All Sharp Large Professional Displays	29
All Smart Technologies Professional Displays	24
All Sony Large Professional Displays	29
VNTANA - Holograms	Custom
HOLOFIL - Holograms	Custom

Category 5 – Peripherals and Accessories

Includes, but is not limited to: AV carts; mounting systems; podiums/lecterns; stands; equipment cases; racks and rack mounting equipment; test equipment; batteries and chargers; cables, connectors, and adapters; multimedia consoles and control systems; switchers and routers; camera accessories (tripods, fluid heads, support equipment); equipment tables and desks; and lighting.

Manufacturer (List Alphabetically)	Discount %
All APC Product Line	24
All Atlas Product Line	20
All Audio Video Furniture International Product Line	25
All Chief Product Line	30
All Comprehensive Cable Product Line	20
All Ergotron Product Line	25
All Gator Case Product line	40
All Liberty Wire and Cable	40
All Logitech Product Line	20
All Middle Atlantic Product Line	30
All Peerless Mounts Product Line	28



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All Premier Mounts Product Line	38
All Spectrum Furniture Product Line	25

Category 6 – Smart Classroom and Learning Technologies

Includes, but is not limited to: LMS integrations (e.g., Canvas, Blackboard, Google Classroom); collaboration and engagement tools; classroom management; lecture capture and streaming; device connectivity/management; hybrid/remote learning platforms; and cloud-based instructional tools.

Manufacturer (List Alphabetically)	Discount %
LMS Integration	
* Canvas (LMS) (Teacher License Free) (Prem \$99/mo)	FREE
SMART Technologies	20
Blackboard Learn	
D2L Brightspace	
360Learning	
Collaboration	
Class.com	
BigBlueButton	
* Miro	
Poll Everywhere	
Smart Technologies	20
Classroom Management	
Google Classroom	
Lecture Capture	
* Panapto	20
Epiphan	20
Zoom	20
Kaltura Virtual Classroom	
Hybrid	
* Zoom	
Teams	
Google Meet	
WebEx	
Cloud Based Instructional Tools	
* Google Classroom	
Moodle (annual hosting costs \$120-\$1500)	FREE
Adobe Captivate Prime	

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Category 9 - Labor Categories (apply to all regions):

Region	States/Territories	Project Manager	INSTALL TECH	LEAD INSTALL TECH	Design Consultant	Trainer
Region 1	AK	\$126	\$132	\$137	\$134	\$128
Region 2	HI	\$126	\$120	\$125	\$134	\$128
Region 3	ME, NH, VT, MA, RI, CT	\$126	\$134	\$139	\$134	\$128
Region 4	NY, NJ	\$126	\$211	\$216	\$134	\$128
Region 5	PA, DC, DE, MD	\$126	\$137	\$142	\$134	\$128
Region 6	VA, WV	\$126	\$115	\$120	\$134	\$128
Region 7	NC, SC	\$118	\$76	\$81	\$134	\$128
Region 8	GA, FL, AL	\$118	\$82	\$87	\$134	\$128
Region 9	KY, TN	\$120	\$114	\$119	\$134	\$128
Region 10	OH, MI, IN, IL	\$126	\$175	\$180	\$134	\$128
Region 11	MN, WI	\$126	\$155	\$160	\$134	\$128
Region 12	IA, NE, KS, MO	\$118	\$110	\$115	\$134	\$128
Region 13	AR, MS, LA	\$118	\$80	\$85	\$134	\$128
Region 14	OK, TX	\$118	\$85	\$90	\$134	\$128
Region 15	NM, AZ	\$126	\$105	\$110	\$134	\$128
Region 16	UT, CO, WY	\$126	\$107	\$113	\$134	\$128
Region 17	ND, SD	\$118	\$91	\$97	\$134	\$128
Region 18	MT, ID	\$126	\$106	\$111	\$134	\$128
Region 19	NV, CA	\$126	\$140	\$145	\$134	\$128
Region 20	WA, OR	\$126	\$120	\$126	\$134	\$128