



PARTICIPATING ADDENDUM

Contract #00000000000000000000101797

This Participating Addendum is entered into by and between Indiana Department of Administration (the "State") and the entity designated as the "Contractor" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

The purpose of this Participating Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Participating Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "Contract"). Any inconsistency, conflict, or ambiguity between this Participating Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Info-Tech Research Group, Inc.

Contractor Address: 3960 Howard Hughes Parkway Ste. 500 Las Vegas, NV 89169-5988

Title of Form Contract: NASPO ValuePoint Master Agreement For Procurement Assistance and Support Services (PASS)

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:
 - A. Any provision requiring the State of Indiana to provide insurance
 - B. Any provision requiring the State of Indiana to provide indemnity
 - C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
 - D. Any provision providing that suit be brought in any state other than Indiana
 - E. Any provision providing for resolution of contract disputes
 - F. Any provision requiring the State of Indiana to pay any taxes
 - G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
 - H. Any provision modifying the applicable Indiana statute of limitations
 - I. Any provision relating to the time within which a claim must be made.
 - J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
 - K. Any provision limiting disclosure of the Contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.
 - L. Any provision requiring payment in less than 35 days
 - M. Any provision providing for automatic renewal
 - N. Any provision giving the Form Contract precedence over this Addendum

2. Form Contract/Duties of Contractor.

- A. The Contractor shall provide the Services (the "Services") or the Products ("Products") described in the Form Contract.
- B. Time is of the essence in connection with the performance of the Services or the delivery of the Products.

3. Term. This Contract begins on June 26, 2026 (the "Effective Date") and ends January 18, 2029 (collectively, the "Term").

4. Consideration. Purchases under this Contract will be made at the discretion of the eligible purchasing entities. Contractor will be paid at the rates established in **Attachment C Labor Rates/Price Sheet**, of the **Master Agreement DPC-1428523190-SA-28-PASS_ITRAC**, attached hereto, and incorporated herein as the Form Contract, for providing Procurement Assistance and Support Services to eligible purchasing entities, as ordered, under this QPA. The Contractor agrees that all prices are inclusive of any fees required to provide completion of services to all State locations, unless specifically approved in writing by the State and listed in the Form Contract. The Contractor understands and agrees that this contract does not guarantee the Contractor a minimum quantity of orders or remuneration amount. Payment shall be made to the Contractor by the Ordering/Using entity in accordance with Section 38 – Payments and all other applicable provisions of this Contract.

5. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

6. Assignment; Successors.

- A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

7. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

8. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

- 9. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.
- 10. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.
- 11. Compliance with Laws.**
 - A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
 - B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
 - C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
 - D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
 - E. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - A. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC § 24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC § 24-5-12 [Telephone Solicitations]; or
 - iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - B. the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - B. will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
- I. The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:
 - (1) listed in Section 889 of the 2019 National Defense Authorization Act;
 - (2) listed in Section 1260H of the 2021 National Defense Authorization Act;
 - (3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or
 - (4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.
 - ii. In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I. above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

12. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

13. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

14. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

15. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

17. Disputes.

- A. In the event that any dispute arises with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. In any event, the Contractor agrees that, notwithstanding the existence of a dispute, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (the "Commissioner") and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute. The notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive

administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner, the parties may agree to forego the process described in subparagraph C, relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

- A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.
- C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

20. Employment Option. (Deleted)

21. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation.

- A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the

State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

- B. If the funds specified in this Contract for paying the Contractor come solely from sources other than State funds and the State Budget Agency or Commissioner of the Indiana Department of Administration makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.
- C. The Contractor shall be compensated for completed Products properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for Products delivered or Services performed after the effective date of cancellation. The Contractor and the State shall agree on the amount of payment for such Products delivered and accepted. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the Contractor and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

23. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

24. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

25. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

26. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly

referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
NONE					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [mailto: IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

28. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

29. Insurance. [Modified]

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an

additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor's insurance coverage must meet the following additional requirements:
 1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

30. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

31. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

32. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

33. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/ WBE	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
NONE					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of this Contract.

34. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

- A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

35. Notice to Parties.

- A. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

ii. Notices to the State shall be sent to:
IDOA Vendor Management
Indiana Department of Administration
402 W. Washington St. Room W468
Indianapolis, IN 46204
E-mail: vendormanagement@idoa.in.gov

iii. Notices to the Contractor shall be sent to:
Cody Hare
Info-Tech Research Group, Inc.
888 Yonge St. M4W 2J2, Canada
E-mail: chare@infotech.com

iv. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

- B. As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana State Comptroller.

36. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Participating Addendum (2) the State's cloud terms, if applicable, (3) the NASPO Master Agreement Contract, (4) other attachments prepared by the State, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

37. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance

of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

38. Payments. [Modified]

- A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.
- B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.
- C. **RESEARCH AND ADVISORY INVOICE & PRICING.** The State acknowledges that the research and advisory services are subscription-based and provide immediate access to proprietary information resources upon onboarding. The State further acknowledges that payment upon onboarding, for these services is justified based on the nature of the services and their alignment with agency business needs and no refunds are due under the subscription model except as a result of material breach warranting termination for cause under the Agreement.

39. Penalties/Interest/Attorney's Fees. The State does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

40. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

41. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

42. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

43. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

44. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

45. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

46. Termination for Convenience.

- A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of Products, if any, or the rendering of Services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such Products and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.
- B. The Contractor shall be compensated for Products properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for Products delivered or Services performed after the effective date of termination. The Contractor and the State shall agree on the amount of payment for such Products delivered and accepted and for the protection and preservation of the property. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. The Contractor shall be compensated for Products properly delivered and Services provided in accordance with this Contract, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such Products or Services were canceled only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.
- C. For the purposes of this paragraph, the parties stipulate and agree that the IDOA shall also be deemed to be a party to this Contract with authority to terminate the same for convenience, when such termination is determined by the Commissioner to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.
- D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:
- i. correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days, if the State determines progress is being made and the extension is agreed to by the parties;
 - ii. deliver the Products, if any, or perform the Services within the time specified in this Contract or any extension thereof;
 - iii. make progress so as to endanger performance of this Contract; or
 - iv. perform any of the other provisions of this Contract.

In connection with the delivery of such notice, the State shall send a copy thereof to the Commissioner.

- B. If the State terminates this Contract, in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, products, if any, or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those products or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for Products properly delivered, if any, and Services accepted. The Contractor and the State shall agree on the amount of payment for Products delivered and accepted and for the protection and preservation of the property. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. The Contractor shall be compensated for Products properly delivered and Services herein provided, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such Products or Services were canceled only in part prior to the original termination date.
- D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

48. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Indiana Department of Administration Travel Policy and Procedures in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with Travel Policy guidelines.

49. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

50. Warranty. The Contractor warrants and guarantees that the Services and Products provided pursuant to this Contract shall conform in all material respects with the specifications set forth in the Form Contract, and will be: (A) free of any claim of infringement, misappropriation, unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services and delivery of Products. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the Contractor, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the Completion of Services to determine any work not in compliance with the Contract. The Contractor shall correct such non-complying work prior to the expiration of the one-year warranty.

51. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

52. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current State of Indiana SCM Template) in any way except as follows:

20. Employment Option. (Deleted)

29. Insurance. (Modified)

38. Payments. (Modified)

56. Limitation of Liability. (Added)

57. Confidentiality of Contractor Information. (Added)

53. Compliance with Independent Verification and Validation Oversight. In the event the State determines that any independent verification and validation ("IV&V") oversight is required by the State during the term of this Contract, the Contractor shall comply with any such oversight during the term of this Contract, pursuant to which an independent third-party review may be conducted by a reviewer selected by the State, for the purpose of verifying that the Contractor has performed its obligations in compliance with the terms of this Contract. In the absence of any such IV&V oversight, the Contractor shall comply with any other appropriate methods or means for verification and validation required by the State during the term of this Contract for the purpose of verifying and validating that the Contractor has performed its obligations in compliance with the terms of this Contract. The Contractor shall provide all information and documentation requested during the State's IV&V oversight or verification and validation efforts related to this Contract and in connection with any IV&V oversight or verification and validation efforts related to an initiative of which this Contract is a part.

54. Liquidated Damages.

- A. The Contractor understands and agrees that if the Contractor fails to complete the provision of the Services and the Products (the "Completion of Services") by the end of the Term (the "Completion Deadline"), the State will suffer damages, which cannot be quantified as of the Effective Date. Therefore, the Contractor and the State have agreed to stipulate the amounts payable by the Contractor in the event of its failure to achieve the Completion of Services by the Completion Deadline. In the event that this Contract is amended as a result of the extension of the Term pursuant to the terms of this Contract, the Completion Deadline shall automatically be extended, as well, unless, in such amendment of this Contract, it is specifically provided that the date of the Completion Deadline shall not be extended or shall be on a date thereafter, but before the date of the end of the new Term therein. Such liability shall apply even though: (i) a cure period remains available to the Contractor; or (ii) a cure occurs.
- B. The amounts of such liquidated damages are \$100 for each day after the Completion Deadline until the earlier of the date the Completion of Services is achieved or the date of termination of this Contract (collectively, the "Liquidated Damages").
- C. The Contractor acknowledges that the Liquidated Damages are reasonable to compensate the State for the losses it will incur by reason of a delay in the Completion of Services by the Completion Deadline. Such losses include loss of use, enjoyment and benefit of the Services or the Products, injury to the credibility and reputation of the State with the general public and/or additional costs in administering this Contract (including legal, accounting and other administrative costs) (collectively, the "Losses"). The Contractor further acknowledges that the Losses are incapable of accurate measurement because of, among other things, the unavailability of a substitute for the Services or the Products after the Completion Deadline.
- D. As of the Effective Date, the amounts of Liquidated Damages represent good faith estimates and evaluations by the parties as to the actual potential Losses that the State would suffer as a result of a delay in the Completion of Services by the Completion Deadline, and do not constitute a penalty. The parties have agreed to the Liquidated Damages in order to fix and limit the Contractor's costs and to avoid later disputes over what the amounts of Losses are properly chargeable to the Contractor. Such sums are reasonable in light of the anticipated or actual harm caused by a delay in the Completion of Services by the Completion Deadline, the difficulties of the proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy.

Liquidated Damages are not intended to, and do not, liquidate the Contractor's liability under the Indemnification paragraph, even though third-party claims against the State may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

The Contractor shall pay any Liquidated Damages owing under this paragraph within 10 days after the Contractor's receipt of the State's invoice or demand therefor, subject to the right to dispute under the Disputes paragraph. The State shall have the right to deduct and offset any unpaid Liquidated Damages from any amounts owed by the State to the Contractor. The State shall have the right to draw on any surety or fidelity bond provided by the Contractor pursuant to this Contract to satisfy any Liquidated Damages not paid when due. Permitting or requiring the Contractor

to continue and finish the provisions of the Services and the Products or any part thereof after the Completion Deadline shall not act as a waiver of the right to receive Liquidated Damages hereunder or any rights or remedies otherwise available to the State.

The State's right to, and imposition of Liquidated Damages are in addition, and without prejudice, to any other rights and remedies available to the State under this Contract, at law or in equity respecting the breach, failure to perform or other default of the Contractor, except for the recovery of Losses that the Liquidated Damages are intended to compensate. The Contractor further acknowledges and agrees that Liquidated Damages may be owing even though no default has occurred under this Contract.

55. Remedies for Overages. The Contractor acknowledges that an important factor in inducing the State to enter into this Contract is the amount to be paid to the Contractor pursuant to the Consideration paragraph (the "Contracted Amount"). If, on or before the termination of this Contract, the Contractor requests the State to pay more than the Contracted Amount, as such amount may be hereafter amended (each, an "Overage"), the State may exercise any one or more of the following remedies:

- A. amend this Contract for the purpose of increasing the Contracted Amount by an amount equal to or less than the Overage; or
- B. reject the request and refuse to amend this Contract, thereby keeping the Contracted Amount the same.

56. Limitation of Liability. The following clause shall flow down to, and be deemed to be included in, all State and Work Order Contracts with all Purchasing Entities:

Except for Contractor's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4) gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Contractor or its related entities, suppliers, sub-contractors, agents or distributors is liable to Participating Entity for under this Participating Addendum, for any reason whatsoever, including negligence, is (i) twice the contract value or (ii) Two Million Dollars (\$2,000,000USD), whichever is greater.

57. Confidentiality of Contractor Information. The State shall not disclose, publish, or communicate Contractor's confidential or proprietary information to any third party without Contractor's prior written consent, except to those employees, advisors, auditors, attorneys, or other representatives with a need to know and who are subject to confidentiality obligations. The State may disclose such information only to the extent required by law, provided that, where legally permissible, the State gives Contractor prompt notice and reasonable opportunity to seek protective treatment. State confirms it has express consent to share its employee information with Info-Tech.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

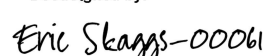
Info-Tech Research Group, Inc.

By: 
A2C12D5EE6F248C...

Title: Legal Counsel

Date: 7/31/2026 | 11:55 PDT

Indiana Department of Administration

By: 
A30AC56668964C8...

Title: Director of Vendor Management

Date: 7/31/2026 | 15:29 EDT

Electronically Approved by: Indiana Office of Technology	Electronically Approved by: Department of Administration
By: (for) Warren Lenard, Executive Director	By: (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency	Electronically Approved as to Form and Legality: Office of the Attorney General
By: (for) Chad Ranney, State Budget Director	By: (for) Theodore E. Rokita, Attorney General



NASPO ValuePoint Master Agreement For Procurement Assistance and Support Services (PASS)

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of North Carolina** (Lead State)

Division of Purchase & Contract

**325 N Salisbury St.
Raleigh, NC 27603**

And

Info-Tech Research Group, Inc.

**3960 Howard Hughes Parkway Ste. 500
Las Vegas, NV 89169-5988**

Master Agreement Number:

DPC-1428523190-SA-28-PASS_ITRAC

Effective Dates:

January 19, 2026 – January 18, 2029,
With the option of three (3) annual renewals.
Total contract term not to exceed six (6) years.

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- 2) Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions
- 3) Attachment B – Scope of Work
- 4) Attachment C – Labor Rates/Price Sheet

EXECUTION PAGE

STATE OF NORTH CAROLINA DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHASE AND CONTRACT Statewide Term Contract	
Refer <u>ALL</u> Inquiries regarding this RFP to: All correspondence with Vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Attachments "F" and "G" of the RFP Overview.	Request for Proposal #: DPC-1428523190-SA
For Nationwide Use of All Participating State Entities	Proposals will be publicly opened: April 24, 2025, at 2:00 PM EST
STC #: TRX DPC-1428523190-SA-28-PASS_ITRAC	Commodity # and Description: 8010 - Management advisory services, 8110 - Professional engineering services, 80 - Management and Business Professionals and Administrative Services

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late Proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Info-Tech Research Group Inc.		
STREET ADDRESS: 3960 Howard Hughes Parkway Ste. 500	P.O. BOX:	ZIP: 89169-5988
CITY & STATE & ZIP: Las Vegas, NV	TELEPHONE NUMBER:	TOLL FREE TEL. NO: 888-670-8889
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): Same		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: RYAN HUGGETT, CHIEF LEGAL OFFICER		

VENDOR'S AUTHORIZED SIGNATURE:	DocuSigned by:	DATE:	E-MAIL: rhuggett@InfoTech.com
	<i>Ryan Huggett</i>	22 April 2025	

VALIDITY PERIOD
Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: **180 days**, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

BID ACCEPTANCE
If your bid is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract").

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of <u>Nov 7, 2025</u> as indicated, <i>Sandy Anderson</i> by <u>Sandy Anderson (Nov 7, 2025 17:10:55 EST)</u> (Authorized Representative of Department of Administration, Division of Purchase & Contract)
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Attachment A – Master Agreement Terms and Conditions

The following terms will be included in and apply to any Master Agreement resulting from this RFP.

I. Definitions

- A.** Acceptance means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- B.** 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.
- C.** Contract Administrator A representative of the Lead who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- D.** Contract Manager A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- E.** Embedded Software means one or more software applications which permanently reside on a computing device.
- F.** 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.
- G.** Lead State means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- H.** Master Agreement means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- I.** NASPO ValuePoint is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- J.** Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- K.** 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.).
- L.** Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- M.** Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- N.** Product or Products and Services means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- O.** Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- A.** Initial Term. The initial term of this Master Agreement is for three (3) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- B.** Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- C.** Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- A.** Order. Any Order placed under this Master Agreement will consist of the following documents:
 - 1.** A Participating Entity's Participating Addendum ("PA");
 - 2.** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 4.** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 5.** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- B.** Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- C.** Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

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

- C. **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- D. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- E. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- F. **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- G. **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- H. **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- I. **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or 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.
- J. **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or

effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- A. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- B. **Administrative Fees**
 1. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
 2. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- C. **NASPO ValuePoint Summary and Detailed Usage Reports**
 1. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
 2. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
 3. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
 4. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the

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

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

D. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

1. Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
2. Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
3. Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
4. Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint 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 State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

E. NASPO ValuePoint eMarketPlace

1. The NASPO ValuePoint 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 NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO 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 NASPO ValuePoint Master Agreement.

2. Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
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 NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint 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.
4. Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
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.
6. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
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.
8. Lead State 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 State 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.
9. NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
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.
11. Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO 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 NASPO to set up an enablement schedule, 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.
 - a. Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

- b. Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - c. NASPO 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.
 - i. 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 NASPO, 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 State under this Master Agreement are reflected in the eMarketPlace.
 - ii. 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.
 - iii. eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 12. Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
 - a. 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;
 - b. A Lead State contract identification number for this Master Agreement;
 - c. Detailed product line item descriptions;
 - d. Pictures illustrating products, services, or solutions where practicable; and
 - e. Any additional NASPO, Lead State, or Participating Addendum requirements.
- F. Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- G. 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.

- H. Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint 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

- A. Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity. All prices and rates must be guaranteed for one (1) year.
1. All prices and rates must be minimally guaranteed for one (1) year, beginning at the Master Agreement execution date (Price Guarantee Period).
 2. Following the initial one (1) year Price Guarantee Period, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.
 3. Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 4. No retroactive adjustments to prices or rates will be allowed.
 5. During Master Agreement term Contractor (Offeror) may extend greater discounted pricing to the Purchasing Entity as order details as purchasing volume, equipment type, location, etc. become known.
 6. Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The Lead State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the Lead State at any time
- B. Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- C. 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

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

- C. **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.
- D. **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- E. **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.
 - 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.
 - 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.
 - 3. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 4. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 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.
- F. **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 1. The services or supplies being delivered;
 - 2. A shipping address and other delivery requirements, if any;
 - 3. A billing address;
 - 4. Purchasing Entity contact information;
 - 5. Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 6. A not-to-exceed total for the products or services being ordered; and
 - 7. The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- G. **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.
- H. **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

- A. Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 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.
- B. 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 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.
- C. 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.
- D. 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

- A. Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- B. 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.
- C. Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
 - 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.
 - 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.

- D. 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.
- E. Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
 - 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.
 - 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.
 - 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.
 - 4.** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
 - 5.** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- A. Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- B. Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- C. 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.
- D. 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.
- E. Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- A. 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.
- B. 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.

- C. License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). 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

- A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- B. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against 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").
 - 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:
 - a. provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - b. specified by the Contractor to work with the Product;
 - c. 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
 - d. reasonably expected to be used in combination with the Product.
 - 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.
 - 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.

4. Unless otherwise set forth herein, Section XII. Indemnification, B. Intellectual Property Indemnification is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- A. 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.
- B. Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- C. Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 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;
 2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- D. Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state 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.
- E. Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State 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 State as secondary and noncontributory.
- F. Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- G. Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- H. 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

- A. Records Administration and Audit
 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 the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, 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.

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

B. Confidentiality, Non-Disclosure, and Injunctive Relief

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

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

c. 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.

d. 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.

3. Injunctive Relief. Contractor acknowledges that Contractor's breach of Section B. Confidentiality, Non-Disclosure, and Injunctive Relief, 2. Non-Disclosure would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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.

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

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

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

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

D. Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified

in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- E. Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- F. 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.
- G. 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, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

H. Defaults and Remedies

- 1.** The occurrence of any of the following events will be an event of default under this Master Agreement:
 - a.** Nonperformance of contractual requirements;
 - b.** A material breach of any term or condition of this Master Agreement;
 - c.** 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;
 - d.** 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
 - e.** Any default specified in another section of this Master Agreement.
- 2.** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- a. Any remedy provided by law;
 - b. Termination of this Master Agreement and any related Contracts or portions thereof;
 - c. Assessment of liquidated damages as provided in this Master Agreement;
 - d. Suspension of Contractor from being able to respond to future bid solicitations;
 - e. Suspension of Contractor's performance; and
 - f. Withholding of payment until the default is remedied.
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.
- I. Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- J. Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- K. No Waiver of Sovereign Immunity
 1. In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 2. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- L. Governing Law and Venue
 1. The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed

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

2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
 3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- M. 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.
- N. Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment B

SCOPE OF WORK

Contractor was awarded and is eligible to provide services in the following categories:

1. **Procurement Assistance Support Services (page 10 of SOW).**
 2. **IT Research, Advisory, and Consulting (IT RAC) Services (page 22 of SOW).**
 3. **Value Add / Support Services (page 23 of SOW).**
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I. Definitions

The following definitions apply to the Master Agreement.

- A. **Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization's current structure and processes into a Category Management structure.
- B. **A la carte basis** means a separate price for each service offered by the Contractor.
- C. **Best value** as defined for purposes of this solicitation means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the Lead State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.
- D. **Contract Administrator** representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- E. **Contract Manager:** A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- F. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP WILL NOT INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**
- G. **Contractor** means the person having a contract with a governmental body.
- H. **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.
- I. **Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- J. **Governmental body** means any department, commission, council, board, bureau, authority,

committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.

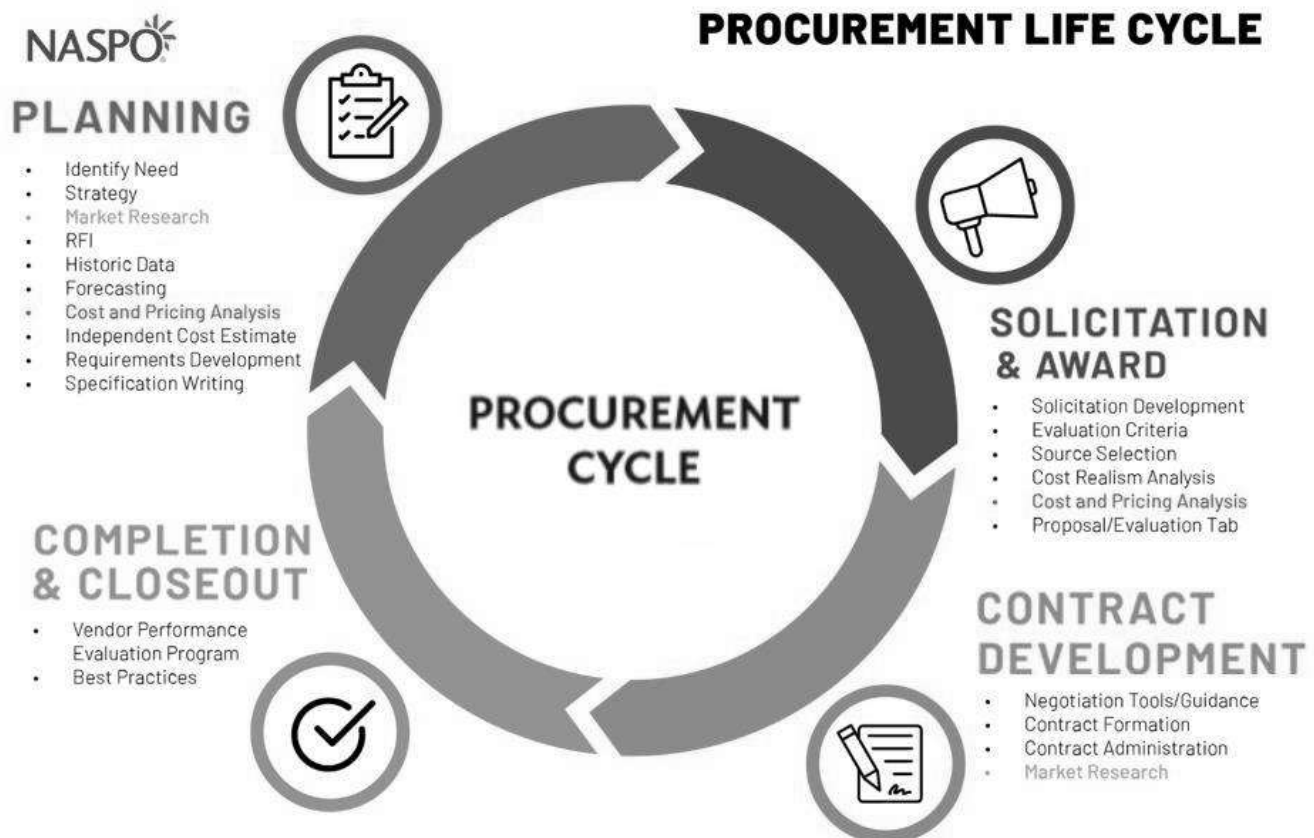
- K. **Grant** means 1. A transfer of federal government funds to state or local governments to support or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services, or construction.
- L. **Inherently Governmental Duties** means those duties which shall only be performed by a government employee.
- M. **IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities.
- N. **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- O. **Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is North Carolina.
- P. **Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.
- Q. **Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.
- R. **Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.
- S. **Prime Contractor** means the Contractor awarded a contract in either award category, PASS or IT RAC.
- T. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.
- U. **Proposer** has the same meaning as Offeror.
- V. **Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- W. **Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

- X. **Subcontractor** means a Contractor contracted for work by the Prime Contractor.
- Y. **Target Market** means a particular group of consumers at which a product or service is aimed.
- Z. **Task Order** means work needed by a Participating Entity to be performed by the Contractor. The Task Order document contains information about the expected performance of services (Statement of Work), timeline and deliverable(s).

II. Introduction

The objective is to provide a wide range of professional procurement support services to all fifty states, District of Columbia, and US territories (that choose to participate) in the areas of planning and market research; pre-award and source selection; post-award contract management; policy support; category management; and vendor performance review planning and other support services.

The diagram below depicts services that support procurement activities based on a general procurement lifecycle. The list of potential services within a procurement life cycle **includes but is not limited to** the following items:



This portfolio is intended to supplement resources to assist procurement personnel to obtain the desired goods and/or services. For example, if the agency has the need to procure IT consulting services, the Procurement Assistance and Support Services (PASS) Contractor(s) will assist in writing specifications and/or develop an RFP and/or provide any other procurement support services that will provide the Purchasing Entity with a resulting contract for such good or service.

It is important to recognize that the government/state/city organization has fundamental inherent government functions that should not be delegated to a Contractor. When it relates to procurement, government personnel should be making final decisions. Federal Procurement Law defines inherent functions as those to be performed only by government employees. The State of North Carolina, Department of Administration (DOA) recommends this guidance as a good procurement policy and considers the following responsibilities as inherently governmental functions:

- Determining what supplies or services are to be acquired by the Government;
- Approving any solicitation documents, to include documents defining requirements, specifications, incentives, and evaluation criteria;
- Negotiating;
- Awarding contracts;
- Approving post-award contract changes to include, but not limited to, ordering changes in contract scope, schedule, budget;
- Responding to evaluations of Contractor performance and accepting or rejecting Contractor products or services; and
- Terminating contracts.

It is the responsibility of the Purchasing Entity placing the order to make the determination if an action must be performed by the government or may be performed by a Contractor. Ordering activities must require prospective Contractors to identify potential conflicts of interest and address those, prior to task order award. For more information, see Attachment B Scope of Work.

III. **Contractor Responsibility**

The Contractor shall be able to provide **all services in both Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC)** as described below. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the services needed as the Prime Contractor.

IV. **General Requirements**

Contractors shall be responsible for meeting the general requirements applicable across all categories. These requirements include:

- Experience
- Customer Service
- Management
- Quality Control
- Personnel/Staffing

Contractors are expected to maintain the highest standards of these requirements throughout the life of the contract and must require all Subcontractors to attest to the same standards of service.

V. **Task Orders**

During the Master Agreement term, Contractor may be required to provide services for a particular project(s), which is agreed to via a Task Order(s). The Participating Entity shall define the specific objective(s) to be performed by the Contractor including but not limited to; the project scope of work, and implementation schedule milestone(s) including payment milestones.

A. Participating Entity Initial Project Needs Assessment:

1. Upon Participating Entity's request, Contractor shall schedule at a mutually agreed date and time, an initial Participating Entity needs assessment consultation meeting ("Needs Assessment Meeting").
2. Prior to the initial Needs Assessment Meeting, Participating Entity may provide Contractor an agenda including but not limited to, the following items:
 - a. An introduction of Participating Entity participants;
 - b. An overview of potential project scope(s) and/or statement of work deliverables, an overview of Participating Entity's intended outcomes, goals and objectives, an overview of post project management deliverables to ensure completion and/or implemented.
3. Within three (3) business days upon the completion of the Needs Assessment Meeting, Contractor shall provide Participating Entity a summary of the deliverables to be incorporated into a task order. The task order(s) document must include but not be limited to:
 - a. Identification of Participating Entity stakeholders and/or Participating Entity project management supervisor(s)
 - b. A breakdown of labor categories and hours. If requested, resumes of personnel assigned to the task order.
 - c. The proposed total cost pursuant to the Task Order; and
 - d. Specific anticipated benefits, cost savings, and anticipated outcomes for each Participating Entity approved service(s).

B. Statement of Work Development:

1. In collaboration with Contractor, Participating Entity shall finalize the statement of work.
2. Statement of Work requirements include, but are not limited to:
 - a. A description of the project objective(s), scope of work(s), timeline, milestone(s) and/or implementation schedule(s), total cost summary including in person training or virtual requirements as requested by Participating Entity.
 - b. Specific Contractor Deliverables including, but not limited to, reports, charts, graphs, presentations, and deliverables as required by the Participating Entity.
 - c. Goal and outcome measures.

C. Contract Services

1. Status reports (as required by the Purchasing Entity): The Contractor shall provide, electronically, a Monthly Status Report (MSR). Distribution of this report will be determined by the Purchasing Entity. The MSR shall focus on contractual items, such as travel cost expenditures, performance, personnel, schedules, and recap all problems, issues, concerns, and actions taken over the report period. The format of the MSRs shall be agreed to by Purchasing Entity. The Contractor shall prepare a MSR that includes:

- Overall status of services and capabilities
- Schedule for new activities
- Existing and potential problem areas and proposed resolution and timelines
- Proposed recommendations for improvements/enhancements to service, capabilities, management procedures, as appropriate

Deliverable: The Contractor shall provide the Monthly Status Reports no later than the 15th day of each succeeding month, commencing no later than 45 days after contract award or as agreed by the Purchasing Entity.

2. Quarterly In-Process/Status Reviews (IPRs) (as requested by the purchasing entity): The Contractor shall organize and present quarterly (IPRs) as requested. The method and schedule for these reviews shall be in the Contractor's Program Management Plan approved by the purchasing entity. The objectives of these reviews are to track project progress, identify and resolve issues, and identify project risks and mitigation strategies. The Contractor shall submit to the purchasing entity an "Action Item Report" 15 days after the meeting has taken place that documents what was agreed to by the purchasing entity and Contractor and what the Contractor is doing to resolve outstanding issues, all of which would not impact the contract price or costs, schedule or terms and conditions of the contract.

The Contractor shall present the following at each review:

- a. Review of all open items and issues.
- b. Status of each outstanding task.
- c. Data collected from continuous evaluation of the work performed using benchmarks and metrics designed to improve its quality, user-satisfaction, and cost effectiveness, including information on "lessons learned" and best practices.
- d. Self-assessment of their performance against the performance measures delineated in the Performance Management Plan (PMP) to include the methods, metrics and data used
- e. Contractor recommendation to the Government on changes to the contract for improving the overall quality of services, to include implementation plans, schedules, savings, avoidances, benefits, and impacts associated with the recommendation(s).

D. Services – Purchasing Entity Furnished Materials and Facilities

Facilities, Supplies and Services - Work may be performed at a Purchasing entity provided facility, digital or telework (offsite). Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, consumable and general-purpose office supplies) may be provided while working in a Purchasing Entity facility.

Information - The Purchasing Entity may provide information, material and forms unique to the Purchasing Entity for supporting the task. All Purchasing Entity unique information related to a requirement, which is necessary for Contractor performance, may be made available to the Contractor. The Purchasing Entity will identify the point of contact for identification of any required information to be supplied by the Purchasing Entity.

Documentation - All existing documentation, relevant to a task accomplishment, may be made

available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

E. Travel

The Contractor may be required to travel in performance of orders issued under this contract.

The Contractor shall be reimbursed actual cost of all travel conducted while providing the services in accordance with statements of work and respective Purchasing Entities' regulations. Allowable travel and State per diem charges will be agreed upon at the time work is requested. Thus, all travel shall be pre-approved.

The Contractor shall perform all travel necessary to accomplish the tasks contained in a task order. At a minimum, the Contractor shall be prepared to travel in conjunction with studies, vendor site visits, and to provide support at Purchasing Entity meetings. All travel requirements shall be approved in advance by the Purchasing Entity. The Contractor shall be responsible for making all travel arrangements.

Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum State per diem rates in effect at the time of the travel.

If the additional expenses are not justified and approved by the Participating Agency, Contractor will be responsible for paying the difference.

F. Post Award Management Plan

1. **Quality Control.** The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.
2. **Performance Management Plan (PMP).** The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. The plan shall include the approval process to replace any key personnel, when applicable.
3. The PMP shall include, but not be limited to, the following information:
 - Planned initiatives and key events
 - Staffing Plan
 - Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
 - Subcontract Management (if applicable)

The PMP shall be approved by the Lead State Contract Administrator (CA), and there will be no deviation from the PMP, unless agreed to by the Contractor and CA. Where the Contractor identifies deviations from the plan, the Contractor shall provide the supporting

rationale necessitating the deviation, in a written submission to the CA. It is the Contractor's responsibility to keep the PMP up-to-date.

Deliverable: The Performance Management Plan shall be submitted for approval to the CA no later than 90 days after contract award.

G. Additional Contractor Requirements

- Each Contractor shall:
 - Adhere to its Contract with the Lead State and Purchasing Entities;
 - Provide all labor, materials and equipment necessary to meet the RFP Requirements;
 - Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
 - Ensure that it is current with all payments and registration fees and similar financial obligations owed to the Lead State and Purchasing Entities during the term of its Contract with the Lead State and Purchasing Entities;
 - Fully cooperate and maintain effective communication with the Lead State and Purchasing Entities and cooperate in the resolution of problems, suspected problems or potential problems;
 - Comply with all required reporting both to NASPO as well as any State with an executed Participating Addendum.

VI Service Expectations

The following describes the expectations within each award category and expected outputs for each subcategory that are within the scope of work of the Master Agreement. These services are actions that may be utilized throughout the procurement lifecycle and may be required at any phase.

Category: Procurement Assistance Support Services (PASS)

Subcategory 1	<u>Procurement Strategy/Strategy Plan</u>
Subcategory 2	<u>Independent Government Cost Estimate</u>
Subcategory 3	<u>Specifications/Scope of Work Review</u>
Subcategory 4	<u>Market Research</u>
Subcategory 5	<u>Cost & Pricing Analysis</u>
Subcategory 6	<u>Solicitation Review or Preparation</u>
Subcategory 7	<u>Source Selection</u>
Subcategory 8	<u>Cost Realism Analysis</u>
Subcategory 9	<u>Contract Development/Contract Formation</u>
Subcategory 10	<u>Contract Management</u>
Subcategory 11	<u>Vendor Performance Evaluation Program</u>

1. Subcategory One – Procurement Strategy/Strategy Plan

The procurement team is made up of stakeholders that will participate in developing the procurement strategy plan. Stakeholders are individuals who have an interest in the needed goods or services. These individuals provide a significant contribution to the effort based on their subject matter expertise of the project scope or deliverables. Depending on the complexity of the procurement, support services may be needed to develop the plan. Services within this category are as follows:

1. Procurement Plan Development/Review. Contractor shall provide services to include advice and recommendations for all elements in the plan, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. If not available in-house, the subject-matter-expert(s) shall be obtained/contracted by the awarded Contractor(s) for this category. The plan should contain the following information:

Acquisition Background

Description of Requirement/Statement of Need

Conditions

Background and Contract History

Contract Type: Unit costs or lump sum

Performance Period

Capability and capacity of Performance

Estimated Schedule

Estimated cost/budget

Plan of Action

Service Description

Potential Sources

Market Research Results/Interested Sources

Acquisition Approach

Competition

Source Selection Procedures

Contracting Considerations or Incentives

Other Considerations

