



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

Deloitte Consulting LLP

30 Rockefeller Plaza, 41st Floor

New York, NY 10112

Master Agreement Number:

DPC-1428523190-SA-14-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.

Table of Contents

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




Procurement Lead: Sandy Anderson Sandy.anderson@doa.nc.gov 984-236-0216	REQUEST FOR BEST AND FINAL OFFER NO. DPC-1428523190-SA-BAFO
	Offers will be received until:
	Issue Date: November 26, 2025
	Commodity Number: 8010 – Management Advisory Services 8110 – Professional Engineering Services 80 – Management and Business Professionals and Administrative Services
	Description: Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services. For Nationwide Use of All Participating State Entities
See page 2 for Submission Instructions	

NOTICE TO VENDOR: Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, shall be received as soon as practicable. Refer to page two for submission instructions. Offers are subject to rejection unless submitted on this form.

EXECUTION: In compliance with this Request for BAFO, along with the terms and conditions in the original solicitation, as maybe modified herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers will not be accepted.

VENDOR: Deloitte Consulting LLP		EMAIL: merojas@deloitte.com	
STREET ADDRESS: 30 Rockefeller Plaza, 41 Floor		P.O. BOX: n/a	ZIP: 10112
CITY & STATE & ZIP: New York, NY		TELEPHONE NUMBER: 571-214-6861	TOLL FREE TEL. NO: n/a
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Melanie Rojas		FAX NUMBER: 813-463-0591	
AUTHORIZED SIGNATURE:  <small>Melanie Rojas (Jan 15, 2026 17:36:56 EST)</small>		DATE: Jan 15, 2026	

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: 180 days.

ACCEPTANCE OF OFFER: If the State accepts any or all parts of this offer, an authorized representative of the Agency shall affix his/her signature to the Vendor’s response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation which have not been superseded herein, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept and Contract awarded this date of Jan 15, 2026, as indicated on the attached certification, by Sandy Anderson
 (Authorized Representative of NCDOA – Purchase & Contract)

SUBMISSION INSTRUCTIONS: Vendor shall submit its offer directly to the Procurement Lead identified at the top. Any files submitted shall not be password protected and shall be capable of being copied to other media.

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Vendor for PASS and IT RAC services. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

Specific requests begin on the next page. Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its response.

This BAFO hereby replaces the original Attachment A Terms and Conditions as it was published within the solicitation and intended to be Attachment A as part of the Master Agreement, with the modified and agreed upon Attachment A Terms and Conditions. The following sections of the terms and conditions have been modified by mutual agreement:

- **Section I – Definitions.** Modified and clarified some language regarding deliverables, products, and orders for clarification purposes.
- **Section III – Order of Precedence.** Clarified order of precedence as orders issued against a Participating Addendum
- **Section IV – Participants and Scope.** Clarified information contained within the “release of information” subsection.
- **Section V – NASPO ValuePoint Provisions.** Removed Most Favored Customer subsection and replaced with Obligation to Act in Good Faith.
- **Section VI – Pricing, Payment, & Leasing.** Clarified payment language based upon deliverables.
- **Section VII – Ordering.** Clarified term of purchase and delivery of products after an order is made in addition to orders made when utilizing federal funds.
- **Section IX – Inspection and Acceptance.** Clarified subsection describing compliance with applicable laws and regulations. Also removed subsection for Acceptance as it is more applicable for goods. Some software may be purchased, but there is also an inspection/acceptance section which covers this.
- **Section X – Warranty.** Updated Warranty and Breach of Warranty subsections based upon the type of deliverable.
- **Section XI – Product Title.** Clarified language based upon the type of deliverable.
- **Section XII – Indemnification and Limitation on Damages.** Clarified language general indemnification and intellectual property indemnification. Also added in standard Limitation of Liability language.
- **Section XIII – Insurance.** Clarified and updated language for coverage, notice of cancellation, and furnishing of certificates.
- **Section XIV – General Provisions.** Clarified information for records and audits, confidentiality, injunctive relief, assignment/subcontract, cancellation, force majeure, and defaults and remedies.

North Carolina and Vendor agree upon adjustments to the terms and conditions based upon exceptions submitted by Vendor which are shown and reflected in Attachment A and is included below for reference. For ease of use, North Carolina is not listing each individual change within each section but has provided the agreed upon document below.

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 the Deliverable 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. **Deliverable** means all works of authorship, materials, information and other intellectual property that Contractor or its subcontractors create for delivery to any Purchasing Entity as a result of the Services.
- F. **Embedded Software** means one or more software applications which permanently reside on a computing device.
- G. **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.
- H. **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- I. **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.
- J. **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.
- K. **Order or Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order Services, a Deliverable, or Product and accepted by the Contractor.
- L. **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.).
- M. **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.
- N. **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- O. **Product** means any equipment or software (including embedded software supplied or created by the Contractor for delivery to the Purchasing Entity pursuant to an Order .
- P. **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.
- Q. **Services** means professional services provided by Contractor pursuant to the applicable Order.

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 Participating Addendum ;
 - 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 any Product, Deliverable, or Services 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@naspo.valuepoint.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, except that prior approval for the release of information pertaining specifically to potential, ongoing, or past work or activities performed under a Participating Entity's Participating Addendum may be sought and obtained from the Participating Entity instead of the Lead State. 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.
5. **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section V shall prohibit Contractor from contracting with an entity with

substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

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.** Orders shall only be invoiced after delivery and Acceptance, except as set forth in a Participating Addendum or Order. Unless otherwise agreed upon in a Participating Addendum or Order, Payment will be made within thirty (30) days following the date a correct invoice is received . After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum 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. To the extent provided or made accessible to Contractor prior to Contractor’s acceptance of an Order, 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 180 days past the then current termination date of this Master Agreement and the terms of the Master Agreement and applicable Participating Addendum shall continue to apply to such Orders.
 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 a Participating Entity and mutually agreed to by Contractor via execution of a Participating Addendum, or by a Purchasing Entity and agreed to by Contractor via acceptance of an Order 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. Contractor must comply fully with all Federal, State, and local laws and regulations applicable to Contractor in its performance of the Services, including the provision of a Product or Services under this Master Agreement.

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 Deliverables 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. Deliverables 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.

D. Failure to Conform. If any Deliverables do not conform in all material respects to contract requirements set forth in an Order, within thirty (30) days, the Purchasing Entity may provide the Contractor with written notice which identifies, in reasonable details, the defects preventing approval and require the Contractor to perform the services again in conformity with such contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance within thirty (30) days, the Purchasing Entity may require the Contractor to take reasonably necessary action to ensure that future performance materially conforms to contract requirements and reduce the contract price of the services performed giving rise to the applicable Deliverable. This shall be the Purchasing Entity's sole and exclusive remedy and Contractor's sole and exclusive obligation, with respect to any claim that the Deliverables do not conform to the contract requirements set forth in any Order. Notwithstanding the foregoing provisions of this Section, approval of a Deliverable shall be deemed given by Purchasing Entity if Purchasing Entity has not delivered to Contractor a notice of defects for such deliverable prior to the expiration of any period for Purchasing Entity's review thereof as set forth in this Section, or if Purchasing Entity uses the Deliverable in production.

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 that it shall perform Services in good faith and in a professional manner. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will re-perform (at no charge to the Purchasing Entity) the Services whose nonconformance is discovered and made known (in writing) to the Contractor. If the re-performed Services prove to not be performed in good faith and in a professional manner, the Contractor will refund the full amount of any payments that have been made for the applicable service.

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. Except for Pre-Existing Intellectual Property, upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Deliverable free and clear of all liens, encumbrances, or other security interests, excluding Pre-Existing Intellectual Property.

B. Embedded Software. Transfer of title to the Deliverable as set forth in Section XX above must include an irrevocable and perpetual license for the Purchasing Entity to use any Embedded Software in the Deliverable.

C. License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use for the Purchasing Entity's internal business purposes in connection with its use of the Deliverable, any Contractor Intellectual Property including any modifications or enhancements thereto, and derivatives based thereon, created prior to or independently of the performance of the Services, or created by Contractor or its subcontractors as a tool for their use in performing the Services, included in the Deliverable ("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 and Limitation on Damages

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 solely for any death, bodily injury, or damage to real or 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. Contractor will not indemnify or hold harmless the Indemnified Party for any claims or liabilities to the extent caused by the negligent acts or omissions of NASPO, NASPO ValuePoint, the Lead State, Participating Entities, or Purchasing Entities, along with their officers and employees.

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 Deliverable provided by Contractor 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 or Deliverable with any other product, system or method, unless the Product or Deliverable, 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 or Deliverable;
 - c. reasonably required and provided by the Contractor to use the Deliverable or 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 or Deliverable provided by the Contractor.
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 investigate and defend any Intellectual Property Claim subject to the terms herein, 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 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.
5. **Limitation of Liability.** In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether or not such party has been advised of the possibility of such damages. Except with respect to Contractor's obligations under Section XII (Indemnification), Contractor's entire liability arising out of an Order shall be limited to and shall not exceed two (2) times the amount paid to Contractor by the Purchasing Entity in the 12 months preceding the act or omission giving rise to the claim, or \$2,000,000, whichever is greater.

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, vicarious liability for independent contractors, products and completed operations, blanket contractual liability pursuant to policy terms and conditions, 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 thirty (30) 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 unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse.
- 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 industry standard ACORD 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 to the extent necessary to confirm Contractor's compliance with the terms of this Master Agreement, to substantiate the fees and expenses incurred under this Master Agreement, or as otherwise required by law. 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 Contractor's 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 or Services under this Master Agreement, be exposed to or acquire information that is confidential to

- 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 of any Confidential Information.
 - 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.

C. Assignment/Subcontracts

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. Notwithstanding, the Lead State hereby consents to Contractor subcontracting any portion of the services to any Deloitte Entity within the United States, unless otherwise set forth in the Order.
2. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint upon at least thirty (30) days prior written notice of such assignment.

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 without cause 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 Services performed, Products or Deliverables delivered and accepted (acceptance shall not be unreasonably withheld), rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit, in each as provided under this Master Agreement or the applicable Participating Addendum. Cancellation of the Master Agreement due to Contractor default shall be as set forth in Section H hereunder. Notwithstanding the foregoing, Contractor may terminate this Master Agreement, Participating Addendum or Order upon sixty (60) days written notice, as applicable, to the Lead State, Participating Entity or Purchasing Entity, including if Contractor determines that the performance of any part of the services would conflict with law, or independence or professional rules.

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 reasonable advance notice 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.
 - 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;
 - c. RESERVED;
 - d. Suspension of Contractor from being able to respond to future bid solicitations;
 - e. Suspension of Contractor's performance; and
 4. Withholding of payment until the default is remedied 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

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. IT Research, Advisory, and Consulting (IT RAC) Services**
 - 2. Value Add / Support Services**
-

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.

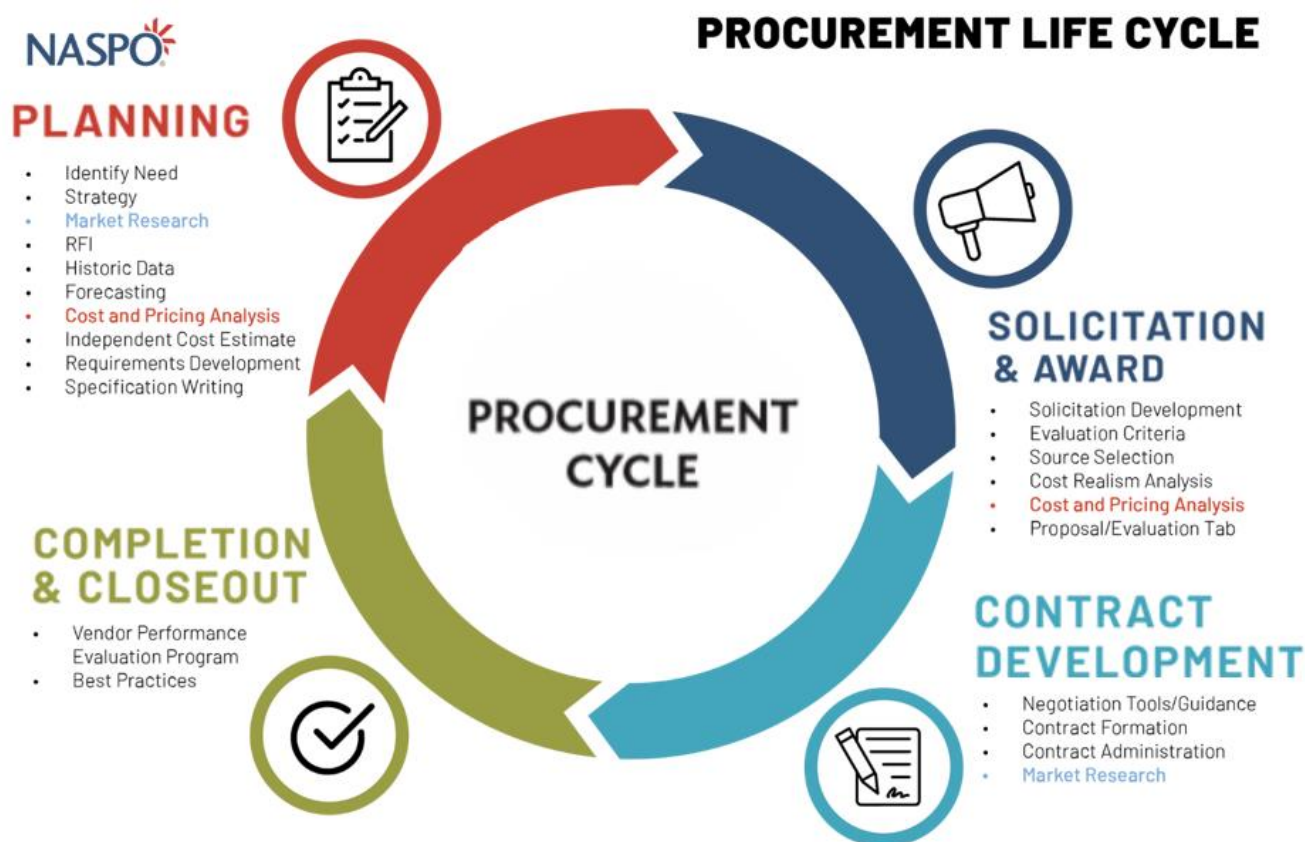
- J. Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.
- K. Grant** means 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 the award category for IT Research, Advisory, and Consulting Services (IT RAC)** 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: IT Research, Advisory, and Consulting Services

At a minimum, Contractor should be able to meet the following:

Contractor will provide Information Technology Research, Consulting, and Advisory services. Information Technology topics may include, but are not limited to, the following:

IT business advice, objective IT research, and IT data that is thematic, prescriptive, and executable, and that provides a comprehensive perspective on the rapidly changing IT environment. Sponsors of research must be identified. Access to an online database containing IT research articles. The database should contain at least 1,000 articles or more including white papers, research reports, webinars, bulletins, summaries, and any other IT research oriented documents published within the last five years.

Response to over-the-phone inquiries regarding published articles and direction on other available resources. Advisory services regarding strategic and tactical planning for customer's IT policy development. On-site workshops, advisory engagements, and conferences on IT related topics.

IT topics may include, but are not limited to, the following:

- Planning and establishing IT policies, procedures, and best practices
- Establishing and implementing IT governance
- Review of new and emerging Information Technologies
- Assistance with IT Procurement and acquisition decisions for IT hardware and software
- Software licensing and Asset Management
- Application/system development
- Data analytics, data management, and business intelligence
- Information security
- Strategic planning and Enterprise Architecture
- Evaluations of industry issues, products, and major trends in the marketplace
- IT Benchmarking
- Digital transformation and Digital Government Services
- IT talent, recruiting, and retention
- TelCom, IP telephony, and call center solutions
- Disaster recovery and business continuity
- Cloud computing
- Mobile device strategy and management
- Emergency response and radio communications
- Enterprise CRM

Value Add / Support Services as described below may also be included to support the IT RAC award.

Category: Value Add/Support Services

Listed below are examples of additional value add services Contractor may provide under the Master Agreement. These services are optional. Should a Contractor wish to provide these services, they must submit a list of additional value add services they offer and prices for these services.

The list of value add services includes but is not limited to the following items:

Value Add 1	Procurement Policy and Digital Procurement Transformation
Value Add 2	Category Management
Value Add 3	Change Management and Procurement Transformation Assistance
Value Add 4	Procurement Training
Value Add 5	Project Management
Value Add 6	Grants Assistance and Management

1. Value Add 1 – Procurement Policy and Digital Procurement Transformation

A Purchasing Entity is governed by its states’ procurement statutes and rules. Each departmental head is responsible for planning his/her projected procurement needs on an annual basis. A departmental procurement policy provides guidance a purchasing entity should follow to comply with its procurement code. Assistance may be necessary in preparing guidelines and for future planning/implementation for digital transformation.

Services within this category are as follows:

Procurement Policy Writing – Contractor shall assist in developing a high-level overall plan embracing the general goals and acceptable procedures as it relates to the expenditure of governmental funds.

Procurement Policy services shall include, but not be limited to, writing procedures for:

- Appointing and paying consultants
- Appointing and paying temporary staff
- Appointing and paying casual workers
- Procurement planning for good and services
- Vendor Selection, to include:
 - Selection criteria
 - Use of dealers and sole suppliers
 - Recurring purchases
- Procurement Processes
- Procurement Controls

Digital Procurement Transformation Assistance. – Contractor shall assist in researching opportunities for digital procurement transformation, which may include radical reconceptualization and reorganization of procurement strategy, processes, people, skill sets and support systems, triggered by new and emerging digital technologies. Assistance may include, but not be limited to, studying the following areas of digital transformation:

- Business Model Transformation
- Process Transformation
- Domain Transformation
- Organization Transformation – see Category Fourteen

Outputs: Policy analysis and briefings. Policy guides and handbooks. Transformation analysis and white paper.

2. Value Add 2 – Category Management

Category management is a strategic approach to purchasing that allocates a government's procurement resources into specific categories of spending to be analyzed by category managers and aligned with the marketplace through in-depth spend and market analyses.

The main objective of Category management is to build efficiencies and maximize purchasing decisions across the agency by reducing duplication in the contracting process; better leveraging the government's buying power, and promoting the use of innovative and best in class solutions.

By consolidating purchases into main areas of spend, category management serves to move the government away from managing purchases and evaluating prices individually across multiple purchasing units to more directly managing entire categories of common spend to deliver better value for the entire agency.

This category for services is for the **assistance in development and implementation of** an action plan for Category Management or Product and Service Catalogs. If not available in-house, the action plan development or implementation by a subject-matter-expert shall be obtained/contracted by the awarded contractor(s) for this category. Services within this category are as follows:

1. Data analysis. The Contractor shall have knowledge of principles and practices in public procurement including category management and have a clear understanding of various types of commodities and government services. Contractor shall be well versed in data analysis including the collecting of historical procurement data and analyzing agency spend data and procurement needs. The contractor shall also conduct in depth spend analysis using the agency's existing code structure (NIGP, NAICS, UNSPC or other). If no code structure exists, the vendor will help to consolidate minor categories and identify major categories of spending.
2. Supplier analysis. The Contractor shall have in-depth knowledge of the supplier marketplace and current economic conditions. The contractor will conduct market analysis to align the identified major categories of spending with the marketplace. Suppliers in the marketplace will be analyzed on their market share, historical changes and overall business health. Emphasis will be put on identifying suppliers that are looking to gain market share and can be leveraged for best prices; and identifying overlaps in suppliers to consolidate categories.
3. Action plan development. The Contractor shall have experience developing specifications and scopes of work aimed at creating efficiencies and reducing costs, developing and executing procurement strategies, driving process improvements and effectively instituting key performance metrics. The contractor shall develop, draft and assist in the execution of an action plan that details the findings of the data and supplier analyses and provide recommendations for

implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

- The purpose, strategic mission and vision associated with the new organization direction and structure of the organization/agency.
 - The development of an ongoing program to analyze purchasing trends, develop options to reduce costs, improve timely delivery, and enhance the purchasing agencies supplier management strategies, including; performance tracking, benchmarking and planning for future category adjustments.
 - The development of a system by which the agency can monitor and track spending data including but not limited to information pertaining to what the agency buys, who it buys it from and what it pays.
 - The step-by-step walkthrough and explanation of requirements for a phased in approach to reorganizing the existing workforce and hiring additional employees to successfully implement a Category Management organization/agency/office structure.
4. Organizational restructure. The contractor shall have knowledge of staffing and management practices as it relates to structuring and organizing a workforce for Category Management. The contractor will be responsible for identifying, communicating and working with stakeholders to identify category managers, category workforce and acquisition workforce. As these stakeholders are identified, the contractor shall collaborate to share the knowledge of the analyses, create insights and trainings designed to serve all stakeholders and align staff with the strategic vision. The contractor will assist in overseeing all hiring and management decisions during implementation to ensure that staffing choices align with the Category Management structure. The contractor will assist in the development of staff evaluations designed to encourage performance and competency within the organization/agency. Upon completion of the restructuring the contractor shall conduct “a lessons learned” and benchmark/milestones presentation to empower the organization/agency to move forward without the need of continuing assistance or consultation.
5. Product and Service Catalogs. The contractor shall have knowledge and experience in e-sourcing and strategic sourcing, including the building of catalogs to consolidate purchasing categories and create ease of access for purchasing agencies. The Contractor shall follow the steps for category management including data and supplier analysis and the creation of an action plan designed for the implementation of organization/agency wide electronic catalog services. The contractor may assist in the development of specifications and evaluation metrics for selecting an appropriate e-catalog provider. The contractor shall also assist in the creation of data collection procedures to track catalog purchases and consolidate catalog categories.

The Contractor shall assist in the planning and implementation of a Category Management procurement process and structure. This effort including assisting in data and supplier analysis as well as the restructuring and staffing of the workforce needed to meet the need of a Category Management system. The contractor may rely on third party tools, methods and best practices to properly empower the contracted organization. All information and insights gathered including the best perceived path forward will be summarized in an action plan, the overarching document for this category that explains all necessary steps to move forward. After the delivery and acceptance of the action plan, the contractor may assist agencies in implementing the changes proposed, including, but not limited to, establishing measurements to track and grow the categories. This includes coming up with benchmarks, projecting future opportunities for efficiencies and category streamlining, creating dashboards and data analytic tools to track the progress of category spend against the benchmarks and creating supplier performance metrics to evaluate suppliers as the categories mature.

Organizations/Agencies may contract through this category for the development of a Product and Services Catalog. The catalog service can be contracted as a stand-alone service or in addition to the Category Management system. Contractors shall deliver an action plan similar to that required for Category Management outlining the steps needed to implement an online Catalog. After delivery and acceptance of the action plan, the contractor may assist in the implementation of the Product and Services Catalog including but not limited to the acquisition of required software and the rollout of the Catalog to the vendor community.

Outputs: Action Plan, Dashboards and other Data Tracking Tools, Product and Services Catalog

3. Value Add 3 – Change Management/Procurement Transformation Assistance

Change management in procurement is a process of adapting changes to a department's way of conducting business. The change could be through new leadership, changes in the procurement law, or digitalization/technology driven. When introducing and managing change, it requires integration, retirement of an old system or process, while adopting new procedures, processes, and workflow. The first step is to prepare a business case, which may include an executive summary, the purpose of the project, option and risks for accomplishing goals, estimated effort and cost of change(s), and timescale for completion. The second step is to assess vendors, users and processes. The third step is to implement changes. And last is to manage the changes. All this information would be described in the organizational change management plan.

The Contractor may not only assist in developing the plan but assist throughout the process by implementing and managing the plan and steps to reach the final goal.

The Contractor shall assist in the process of implementing changes and improvements to the way an organization procures goods and services. For digital procurement transformation see Category Twelve.

Outputs: Organizational Change Management Plan: Business Case; Vendor, User and Process Assessment; Solution.

4. Value Add 4 – Procurement Training

The Scope of Services provided may include training for any phase of the Procurement Life Cycle and cannot stand alone. In other words, a task order cannot be only for training. Training services resulting from this contract will be available on an as needed basis.

The Contractor must provide a separate line-item pricing for the training.

Unless otherwise agreed upon between the Participating Entity and any Contractor, the Participating Entity will be responsible for providing the following:

1. Training Area: Participating Entity will provide or make available; training locations as may be necessary or appropriate for the Contractor to perform the obligations, inclusive of a virtual platform. Pricing will not be based on a subscription as in content creation or LMS.
2. Equipment: All Equipment necessary to conduct training, if applicable, and as specified in any Task Order.

Outputs: Training Guidance/Manual; Training Videos; Tool Kits

5. Value Add 5 – Project Management

Contractor shall provide project management services inclusive of planning and execution of a particular public sector procurement project(s) and deliverables pursuant to the Participating Entity's Task Order. Project management in procurement is further defined as tangible actions, processes, outcomes and deliverables performed by Contractor's Project Manager I and/or Project Manager II pursuant to Participating Entity's Task Order with the exception of information technology procurement activities which are prohibited.

At a minimum, and in addition to the minimum required qualifications of Contractor's Project Manager I and Project Manager II labor categories, Contractor staff in these positions shall possess extensive knowledge and experience in the design, development, active oversight and management, administration including development and presenting of procurement project management reports as required by the Participating Entity.

The Contractor shall develop, maintain, and provide Participating Entity a PMP per the Contractor performance metric specified below. The PMP shall include but is not limited to the following elements:

1. Planning, Logistics and Performance Oversight:

- a. Structure of Contractor management and oversight of all Project Manager I and/or Project Manager II positions deployed per Task Order
- b. Delineation of responsibilities of Project Manager I and/or Project Manager II positions deployed per Task Order
- c. Resume of Project Manager I and/or Project Manager II positions deployed per Task Order

- d. Letters of commitment of Project Manager I and/or Project Manager II positions deployed per Task Order
- e. Determination of onsite versus offsite performance. If onsite, start date and equipment available for Project Manager I and/or Project Manager II positions deployed per Task Order
- f. Oversight of Project Manager I and/or Project Manager II positions deployed per Task Order
- g. The Contractor shall describe its plan to manage offsite and onsite Contractor Parties without Participating Entity direct supervisor or interference throughout the Task Order term and/or periods of Performance. Contractor shall provide a description of quality control processes and procedures planned (to include any certifications and quality management systems used), as well as the quantitative metrics intended, to execute and monitor compliance with Contract requirements and Deliverables. Contractor shall provide a strategy to address retention of Contractor Parties and necessary equipment throughout the Task Order Term and/or periods of Performance. Contractor shall include a plan to include but not limited to; address assigning Contractor Parties by the Notice to Proceed date, mitigation of the unavailability of equipment, overall Contractor readiness, availability, scalability and logistical deployment of Contractor Parties and equipment.
- h. Quality Control, Assurance and Compliance Plan (“QCP”)
- i. Contractor’s QCP plan and strategy overview for PMP activities performed per Task Order
- j. Other as directed by Participating Entity per Task Order.

Upon review, the Participating Entity reserves the right to direct changes to this plan and request subsequent plans at no additional cost.

Outputs: Project Management Plan (“PMP”):

6. Value Add 6– Grants Assistance and Management

Contractors shall provide consulting services and/or training related to procurement using federal funding and/or federal grant requirements. This shall include uniform guidance under 2 CFR 200, Build America, Buy America (BABA) requirements, or specific federal requirements related to grants by:

- US Department of Defense (DoD)
- Federal Aviation Administration (FAA)
- Federal Transit Administration (FTA)
- Center for Medicaid Services (CMS)
- Federal Highway Administration (FHWA)
- National Highway Transportation Safety Administration (NHTSA)
- Federal Motor Carrier Safety Administration (FMCSA)
- US Department of Agriculture (USDA)
- Housing and Urban Development (HUD)

- Other federal programs as identified in a specific SOW

Contractors may assist with grant application, inclusive of writing scope of work. Contractors may assist with project and subrecipient management/administration. Contractors may assist with reports on outcomes and grant closeout. Assistance with managing federal grant funds provide compliance with Federal grant rules and analysis of procurement standards, financial management standards, subawards and subrecipient relationship management, allowable costs and cost allocation systems, property management, and audit management and resolution.

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

1. Whether specifically stated, all labor categories shall exhibit the following qualities:
 - i. Proficiency in MS Office (Word, Excel, PowerPoint and Outlook).
 - ii. Effective oral and written communication skills.
 - iii. Ability to work independently or in a team environment.
 - iv. Exhibit a high degree of professionalism in the production of deliverables and in interactions with fellow employees and client personnel.
2. Selected Labor Categories are consolidations and serve multiple specialties that fulfill the needed services in the acquisition lifecycle.
3. The Minimum Qualifications are not intended to be exhaustive or all inclusive. They are intended to allow placement of appropriately skilled personnel.
4. Additional duties may also be included per Labor Categories that are not specifically listed, (i.e., Other duties as assigned).
5. Experience for degrees is acceptable on a year-to-year equivalent basis.

There are eight (8) Labor Categories for IT Research, Advisory, and Consulting (IT RAC)

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Project Manager (Key Personnel)	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor’s Degree or higher from an accredited college or university. • Five (5) years in a related field. • Performs day-to-day management of a single project or significant task on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Bachelor’s degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
System Architect (Software/Data/Database) I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor’s degree in computer science, software engineering, or a relevant field. • Three (3) years of experience as a software developer, system analyst. • Has knowledge of system architecture principles and design patterns, experience with software development methodologies, understands database concepts and data modeling, and proficiency in at least one programming language. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Master’s degree in computer science or related field. • Eight (8) years of experience as a software developer or systems analyst. • Professional-level certifications (AWS Certified Solutions Architect or other applicable).
Cloud Subject Matter Expert	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor’s degree in computer science, information technology, or a related field. • Five (5) years working in cloud computer platforms. • Has a demonstrated ability to design, implement, and manage cloud-based solutions. Hands-on experience with core cloud services like compute, storage, networking, and security.

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
	<p>Preferred Qualifications</p> <ul style="list-style-type: none"> Professional-level certification such as AWS Certified Solutions Architect, Azure Certified Solutions Architect Expert, or GCP Certified Professional Cloud Architect or other.
IT Subject Matter Expert	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Five (5) years of practical experience in a specific IT domain, demonstrating in-depth knowledge of relevant technologies and practices. Proficient in the specific IT tools, systems, and plays relevant to their area of expertise. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Extensive knowledge and understanding of complex IT concepts, including industry best practices and emerging trends.
Technology Consultant I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Three (3) years of experience as an IT consultant, preferably in a technology-based company or firm. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field and five (5) years of experience as an IT consultant.
Technology Consultant II	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Eight (8) or more years of experience as an IT consultant, preferably in a technology-based company or firm. Additional training in computer programming, computer engineering, and mathematics. <p>Preferred Qualifications</p>

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
	<ul style="list-style-type: none"> • Master’s degree in computer science, information technology, or a related field.
Cyber Security Specialist	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor’s degree in a computer-related or technology field. • Three (3) or more years in a cybersecurity role, such as network administration, security analysis, or penetration testing. • Ability to analyze complex situations, identify potential threats, and devise solutions. Understand core cybersecurity concepts like network security, access controls, threat analysis, and common vulnerabilities. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Professional certification such as CISSP, Certified Ethical Hacker (CEH), CompTIA Security+.
Administrative	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree + four (4) years of experience

Attachment C – Labor Rates/Price Sheet

AWARD CATEGORY 2							
IT RESEARCH, ADVISORY, AND CONSULTING SERVICES							
SECTION 1		SECTION 2		SECTION 3		SECTION 4	
HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES		DISCOUNT OFF LICENSE/SUBSCRIPTION RATES		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON SUBSCRIPTION RATES	
Labor Categories	Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)	Maximum Annual Percentage Increase Request on Labor Rates (not guaranteed or approved)	5%	Percentage Discount Offered on Subscription/Licenses	5%	Maximum Annual Percentage Increase Request on Subscription Rates (not guaranteed or approved)	5%
Project Manager	\$250.00						
System Architect (Software/Data/Database) I	\$148.00						
Cloud Subject Matter Expert	\$255.00						
IT Subject Matter Expert	\$325.00						
Technology Consultant I	\$150.00						
Technology Consultant II	\$265.00						
Cyber Security Specialist	\$260.00						
Administrative	\$120.00						









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Final Audit Report

2026-01-15

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