

MA 18P 23071300000000000008
NEW

State of Maine



Master Agreement

Effective Date: 07/13/23 **Expiration Date:** 01/18/24
Master Agreement Description: IT Research and Advisory Services

Buyer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Requestor Information

Nancy Tan 207-458-6050 ext. nancy.tan@maine.gov

Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000022922

Vendor Name

International Consulting Acquisition Corp

Alias/DBA

ISG Public Sector

Vendor Address Information

2187 Atlantic Street

Stamford, CT 06902

US

Vendor Contact Information

Nathan Frey
512-970-0745 ext.
nathan.frey@isg-one.com

Commodity Information

Vendor Line #: 1
Vendor Name: International Consulting Acquisition Corp
Commodity Line #: 1
Commodity Code: 91832
Commodity Description: IT Research and Advisory Services
Commodity Specifications: If your delivery order is less than \$5,000, please email your order to the vendor.
If your delivery order is more than \$5,000, Procurement will email your order to the vendor.
Commodity Extended Description: Subject to NASPO ValuePoint master agreement #186839.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
Contract Amount	Service Start Date	Service End Date
0.00	07/13/23	01/18/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

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

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

7/21/2023

2A644AE5681E482

SignatureDate

David Morris, Acting Chief Procurement
Officer

DocuSigned by:

Nathan Frey

7/21/2023

3775235858D7431

SignatureDate

Nathan Frey

Partner

Print Representative Name and Title

DocuSigned by:

Nicholas Marquis

7/21/2023

A29C99359A37464...

Nicholas MarquisInterim CIO

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Order of Precedence
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input checked="" type="checkbox"/>	Participating Addendum and Master Agreement #186839

Order of Precedence

In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

1. State Of Maine Master Agreement with ISG Public Sector
2. NASPO ValuePoint Participating Addendum with the State of Maine
3. Master Agreement (#186839)
4. Pricing Model

RIDER A

Scope of Work and/or Specifications

The purpose of this master agreement is to order IT research and advisory services on an as needed basis. This master agreement is subject to NASPO ValuePoint master agreement #186839, which is attached and hereby incorporated into this contract.

Authorized Users: MaineIT

Ordering Procedures: Delivery Orders (DO) will be created in Advantage for all orders from Maine IT. All delivery orders and formal price quotations will be subject to the terms, conditions, discounts, and pricing of this master agreement.

Specifications:

- 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;
- Access to an online database containing IT research articles;
- 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; and
- On-site workshops, advisory engagements, and conferences on IT related topics.
- Consulting Services: For guidance on Consulting Services covered under this portfolio and how to utilize these services, please see *Consulting Services Request* document located in the Portfolio Information tab under Documents/Details"

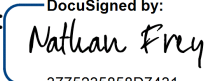
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Nathan Frey	Title: Partner
Authorized Signature:  DocuSigned by: 3775235858D7431...	
Date: 7/21/2023	

NASPO ValuePoint

PARTICIPATING ADDENDUM



IT RESEARCH & ADVISORY SERVICES

Led by the **State of Minnesota**

Master Agreement #: 186839

Contractor: **INTERNATIONAL CONSULTING ACQUISITIONS CORP DBA ISG
PUBLIC SECTOR**

Participating Entity: **STATE OF MAINE**

Scope and Participation:

1. Scope:

- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.
- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Minnesota and Contractor for Information Technology Research & Advisory Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

NASPO ValuePoint

PARTICIPATING ADDENDUM**IT RESEARCH & ADVISORY SERVICES**Led by the **State of Minnesota**

CONTRACTOR:

Name:	Lesley Ahern
Address:	
Telephone:	617-834-7069
Fax:	
Email:	lesley.ahern@isg-one.com

PARTICIPATING ENTITY:

Name:	Justin Franzose
Address:	111 Sewall Street, 9 SHS, Augusta, ME 04333-0009
Telephone:	207-624-7337
Fax:	
Email:	Justin.Franzose@Maine.gov

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

NASPO ValuePoint
PARTICIPATING ADDENDUM



IT RESEARCH & ADVISORY SERVICES
Led by the **State of Minnesota**

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

NASPO ValuePoint

PARTICIPATING ADDENDUM



IT RESEARCH & ADVISORY SERVICES

Led by the **State of Minnesota**

iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

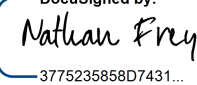
5. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

NASPO ValuePoint

PARTICIPATING ADDENDUM**IT RESEARCH & ADVISORY SERVICES**Led by the **State of Minnesota**

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY**CONTRACTOR**

Signature:  <small>DocuSigned by: 6D6437754DD0459...</small>	Signature:  <small>DocuSigned by: 3775235858D7431...</small>
Name: Jaime Schorr	Name: Nathan Frey
Title: .Chief Procurement officer	Title: Partner
Date: 6/2/2021	Date: 6/2/2021

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovlauepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.



State of Minnesota NASPO ValuePoint Master Agreement



SWIFT Contract No.: 186839

This State of Minnesota NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and International Consulting Acquisitions Corp d/b/a ISG Public Sector whose designated business address is 2187 Atlantic Street, Stamford, CT 06902 (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 and other applicable law the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of Information Technology Research and Advisory Services.

Contract

1. Term of Master Agreement

- 1.1 Effective Date: The Effective Date of this Master Agreement is January 19, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Master Agreement, or any Participating Addendum, until this Master Agreement is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
- 1.2 Expiration Date: The Expiration Date of this Master Agreement is January 18, 2024. The Master Agreement Term, including extensions, may not exceed five (5) years.
- 1.3 Duly Qualified: Contractor represents it is duly qualified and shall perform all services described in this Master Agreement and subsequent Participating Addendums to the satisfaction of the Purchasing Entity. The terms of a Purchase Order, The Specifications, or a Statement of Work issued against this Master Agreement may not modify, diminish, or otherwise derogate the terms and conditions set forth in this Master Agreement

2. Scope of Work

Contractor shall provide Information Technology Research and Advisory Services, as set forth in Exhibit B. Contractor shall extend all terms and conditions itemized in this Master Agreement to any entity entering into a Participating Addendum or otherwise purchasing under the terms of this Master Agreement.

3. Consideration and payment

3.1 Consideration. The Purchasing Entity will pay for all services provided in accordance with the applicable subscription fee(s) listed in Exhibit C.

3.2 Payment.

- 3.2.1 Payment will be made within 30 days of license activation and Contractor presentation of a valid invoice.
- 3.2.2 After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.
- 3.2.3 Payments will be remitted by mail.

4. Authorized Representative

4.1 The Lead State's Authorized Representative is:

Name: Mark Haselman
Address: Department of Administration
Office of State Procurement
50 Sherburne Avenue
St. Paul, MN 55155
Phone #: 651.201.3049
Email: mark.haselman@state.mn.us

4.2 The Contractor's Authorized Representative is

Name: Nathan Frey
Address: 2187 Atlantic Street
Stamford, CT 06902
Phone #: 512.970.0745
Email: Nathan.frey@isg-one.com

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

5. Exhibits

The following documents are attached and incorporated into this Master Agreement:

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions
Exhibit B: Specifications, Duties, and Scope of Work
Exhibit C: Pricing

1. (CONTRACTOR)

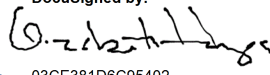
The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

DocuSigned by:
By: 
3775235858D7431...

Title: Partner

Date: 1/22/2021

2. Department of Administration (STATE AGENCY)

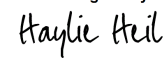
DocuSigned by:
By: 
03CE381D6CB5402...
(with delegated authority)

Title: Chief Procurement Officer

Date: 1/22/2021

3. Commissioner of Administration

As delegated to the Office of State Procurement

DocuSigned by:
By: 
4AB4CCB119DA413...
Date: 1/22/2021

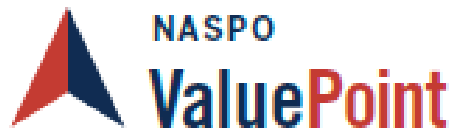


Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

- a. Any Order placed under this Master Agreement will be subject to the following documents:
 - (1) A Participating Entity's Participating Addendum ("PA");
 - (2) State of Minnesota NASPO ValuePoint Master Agreement
 - (3) A Purchase Order, The Specifications, or Statement of Work issued against the Master Agreement;
 - (4) The Solicitation;
 - (5) Contractor's response to the Solicitation,
- b. The documents referenced in Section 1.a shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Only those Contractor terms and conditions that are expressly accepted by the Lead State and included in this Master Agreement or are attached to this Master Agreement as an Exhibit or Attachment will apply to this Master Agreement.
- c. Survival of terms: Sections 20, 21, 22, 23, 33, 35, and 36 of this Exhibit A will survive the expiration or cancellation of this Contract. Any other Contract term that states it shall survive, shall survive.

2. Definitions

As used in this Master Agreement, terms defined in the preamble shall have their assigned meanings, and the following terms shall have the meanings set forth below:

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

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.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means an underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the cooperative purchasing division of the National Association of State Procurement Officials (NASPO), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the cooperative purchasing 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.

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

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

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means the Contractor Subscription Services listed in Exhibit C. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

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

NASPO ValuePoint Provisions

3. Term of the Master Agreement

- a. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) 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.
- b. The Master Agreement may be extended for a reasonable period of time 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

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

5. Participants and Scope

- a. Contractor may not deliver Products or services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The 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 an applicable Participating Addendum. By way 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.
- b. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to 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.
- c. 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. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO, and its NASPO ValuePoint division, is not a party to this Master Agreement.
- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements, as defined in Sections 6 through 12 below: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating 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 in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

6. Administrative Fees

- a. The 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 shall 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 included in the Pricing as set forth in Exhibit C.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

- a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the Lead State. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the

NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment 1.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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

- a. 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 qualifying entities can participate in the Master Agreement.
- b. Contractor shall, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor shall, absent anything to the contrary outlined in a Participating Addendum, consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor shall participate in an annual contract performance review at a location selected by the

Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor 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 award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.
- g. Contractor shall, within 30 days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

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10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for pricing adjustments or refreshed product offerings must be for the entirety of the extended period, and must be made at least (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any amendment to the Master Agreement shall not be effective unless approved by the Lead State and agreed to by both parties in writing. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, 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, 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.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define entity 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. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or products being delivered;
 - (2) A billing address;
 - (3) The name, phone number, and address of the Purchasing Entity representative;
 - (4) The price and product consistent with this Master Agreement and the contractor’s proposal; and
 - (5) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall 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. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof,

but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that 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.

- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to 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 otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

14. Shipping and Delivery

- a. To the extent applicable, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

15. Laws and Regulations

Any and all Products and services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

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17. Payment

Payment shall be made within 30 days consistent with article 3.2.1. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Nothing herein will be deemed to restrict the payment terms available to Participating Entities and Purchasing Entities that may be agreed to with Contractor.

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20. Intellectual Property

- a. Intellectual Property Rights. The Purchasing Entity retains all rights, title, and interest in any and all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks, if any, in the Works and Documents provided to the Contractor, its employee(s) or agents or subcontractor(s) for any purpose in and under this Master Agreement or any Participating Addendum.

Works. Works shall mean inventions, improvements, discoveries (whether or not patentable) databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, documents.

Documents. Documents shall include the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether tangibles or electronic forms.

- b. The Purchasing Entity retains all rights, title and interest in any and all derivative works or compilations of Contractors Works or Documents, created either independently or in party with the Contractor, its agents or employees, subcontractors.
- c. The Purchasing Entity retains the right to negotiate the intellectual property rights, title, and interest in any and all Purchasing Entity Works and Documents, before the issuance of any Participating Addendum.
 - (1) Notwithstanding Section 33 Indemnification, upon notification of a claim against a Purchasing Entity alleging that any Deliverables, Services, Works or Documents provided by the Contractor infringe a copyright, patent, trade secret or any other intellectual property right of any third party, Contractor will, subject to the approval of the Purchasing Entity's legal counsel, such approval will not unreasonably be withheld, defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Purchasing Entity. Contractor will indemnify the Purchasing Entity however, if claim of infringement is caused by the Purchasing Entity's misuse or modification of any of the Deliverables, If any Deliverables, Services, Works or Documents are, or in the Purchasing Entity's or Contractor's opinion are likely to be, held to be infringing, Contract shall at its expense and option either: (a) procure the right for the Purchasing Entity to continue to use it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund the Purchasing Entity the fees paid for such Deliverable. Any remedies set forth herein are in addition and not exclusive of other remedies provided by law.
- d. Ownership. Nothing herein shall change the ownership of Contractor's pre-existing materials and revisions that may be made to such pre-existing materials by or on behalf of Contractor from time to time. The pre-existing materials shall remain the sole and exclusive property of Contractor and Client is granted a perpetual, irrevocable, worldwide, royalty free, non-exclusive, non-transferable right to use the pre-existing materials for its internal purposes.

General Provisions

21. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. 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.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as

indicated below:

- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
 - d. 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) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
 - e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall 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.
 - f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

- a. 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 shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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.

- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

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

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as 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 section 23. 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.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

- a. 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.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 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 shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products or services delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. 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, public health emergencies, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. 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 may provide a period of 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. 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:
 - (1) Exercise any remedy provided by law; and

- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. 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 a Purchase 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. 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 shall 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, Participating Addendum, or Purchase Order.

32. 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 this transaction (contract) 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.

33. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall 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.

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.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall 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 shall 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 shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

- b. 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 Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall 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 shall be in the Purchasing Entity's State.
- c. 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.

36. 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.

37. Contract Provisions for Orders Utilizing Federal Funds

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

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40. Other

Notwithstanding the language of this Master Agreement or the Contractor's terms of use, policies, or usage guidelines of specific products and services, the Contractor recognizes and agrees that during the course of legitimate Purchasing Entity business operations employees of Purchasing Entity may share Contractor owned research documents and information in furtherance of a legitimate Purchasing Entity business purpose. Any such sharing will not be the basis of a claim of breach by the Contractor so long as the Purchasing Entity makes commercially reasonable efforts to comply with the applicable terms of use, policies and/or usage guidelines.

In the event of conflict or inconsistency between this Master Agreement and any other agreement, terms or policies, the terms of this Master Agreement shall supersede and control.

(December 2017)

Exhibit B: Specifications, Duties, and Scope of Work

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

1. 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.
2. 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.
3. Response to over-the-phone inquiries regarding published articles and direction on other available resources.
4. Advisory services regarding strategic and tactical planning for customer's IT policy development.
5. 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 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

Exhibit C: Pricing

ISG Market Insights Annual Subscription

Understand where the market is today in the digital journey

All ISG Provider Lens™ Archetype reports & ISG Provider Lens™ Quadrants studies, research notes and webinars (more than 300 reports per year) plus all previously published research. This includes ISG Provider Profiles.

Fifteen 45-minute inquiry calls of our major research studies with an ISG Research Analyst to review and discuss the research findings in detail.

Ten **ISG on Demand** Inquiry Events into our global team of Advisors/SMEs that fall outside of written content.

Pricing per State/City/County Department/Agency, institution of higher education:

Three-year pricing (for 1 department for 3 years)	
Year 1	\$35,000
Year 2	\$37,350
Year 3	\$39,850

Line item 2: Additional Areas of Technology-Related Expertise for Online IT Research Subscription Services
Price Breakdown

Optional: Insights On Demand

Qty. 1 (5 additional hours of advisory inquiry outside of included research topics)	\$5,500/year
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This will include the custom inquiry of five research questions that go beyond the scope of our services outlined above for a fixed fee per package of five.

Line Item 3: ISG Events

Individual Ticket Prices:

Early bird: \$1,250

Full price: \$1,495

Package prices:

Five for the price of 4 - \$5,000

Ten for the price of 8 - \$10,000

Fifteen for the price of 12 - \$15,000

Optional: ISG Advisory Services

ISG offers the following services, which we can provide as needed according to the hourly rates described below or other bundled pricing methods at the request of NASPO Value Point. We will provide fixed pricing via SOW based on the rate schedule below.

Global organizations seek out ISG to help them address common enterprise questions:

- What is going on in the sourcing market place? What is going on with service providers? What new solutions are available?
 - How well is my current operating model performing? How do I compare against the market and my peers from an operational and financial perspective?
 - What is the best strategy to employ to improve my organization’s performance and what is the roadmap to get me there?
 - How do I most effectively implement to the selected strategy to meet my objectives at manageable risk?
 - What are the competencies required to ensure I actually realize the intended benefits of my new service delivery model?
- ISG has developed the following ISG Services Life Cycle Framework to help our clients understand, design and implement services strategy and sustainable operational change:



Provided below are descriptions of some of our services.

Human Resources (HR) Technology and Delivery Strategies

HR has been in the vanguard of digital technology adoption, and ISG has been helping clients transform their HR delivery models and technology landscape for over 20 years. We have deep functional domain expertise, as well as experience in SaaS and ERP implementations including Workday, SAP/Success Factors, Oracle Human Capital Management (HCM) and others. We have developed strategy, cost and return on investment (ROI) benefits, deployment planning, partner evaluation and delivery model transformation for all HR functions, including payroll.

Services include: HR Technology and Delivery Strategy and Business Case, HR Technology and Services Benchmarking, Partner Selection and Negotiations for HCM, System Integrator, HRO/AMS Services, Target Operating Model Design, Deployment Oversight and Business.

Robotic Process Automation (RPA)

ISG helps clients navigate the myriad challenges, risks, and opportunities from software selection to building their bot workforce to leverage the technology to transform and improve business outcomes. RPA uses digital robots to execute processes in the same way that a person manipulates existing applications and systems. We view RPA as a critical enabler for the client to drive significant improvements into current work tasks and processes. RPA can also accelerate financial benefits from greater value delivery, in some cases even “leap frogging” over the benefits that might be available from traditional sourcing alternatives. These services can be provided by an ITO or BPO provider, in-house staff, or in a hybrid internal/external model.

Services include: Consulting, Implementation and Software Licensing.

Organizational Change Management (OCM)

Our OCM practice supports clients through digital transformation and ensures that changes are smoothly, successfully and permanently implemented to achieve lasting benefits.

Services include: OCM Consulting and Staff Augmentation for ERP and other system deployments.

Research

ISG Research provides both buy-side and service provider clients with information and insights that give them a view into change – in their industry, relevant domains and the sourcing industry broadly – that may impact your strategic options for service delivery/receipt and management. Our research raises the question, “Have you thought about... ?” which leads to exploring relevant alternatives.

Services include: ISG Index, ISG Insights, ISG Provider Lens, custom research, ISG ProBenchmark™, ISG Momentum™ and ISG Performex™.

Data and Analytics

ISG Data and Analytics defines and sizes the opportunity for both short- and longer-term sustainable improvements in costs, productivity, quality and other key areas in all supporting processes of global enterprises. Our services help organizations initialize the change through standardization, customer orientation, and the most competitive allocation of resources through delivering full transparency and comparative analysis to support the design of the future state of operational excellence.

Services include: Contract Benchmark, Performance Management, Qualitative Assessment and total cost of ownership (TCO) Benchmarking.

Digital Strategy and Solutions

ISG Strategy helps clients transform their business operations by creating executable strategies and implementing transformative operating models and change programs that achieve desired business outcomes.

Services include: Analytics, Digital Backbone, Digital Experience, Digital Strategy, Engineering Solutions and Enterprise Agility.

Sourcing Solutions

Sourcing Solutions – covering Transaction Services, Transition Services and Financial Analysis – support clients to implement their chosen sourcing strategy via a structured and systematic approach by selecting the best service offering

from the most capable service provider at a competitive price. During Transition, ISG helps to plan and execute the transfer of operational delivery responsibility from one party to another. Financial Analysis supports Transaction Services and Renegotiations to optimize the value achieved while mitigating risk.

Services include: Document Management Services, IT Financial Management, IT Sourcing Strategy, Mergers and Acquisitions, Operating Model Design and Implementation, Public Sector ERP Software and Integration Services Selection and Project Oversight Services, Transaction Services, ISG FutureSource™ Transaction Methodology, Transition and Transformation, and Blockchain Now™.

Network and Software Advisory Services

Our Network and Software Advisory Services practice provides a wide range of services to clients. These services include Transformation Services to help clients design, source and successfully move to new network technologies and solutions; Network Sourcing Services to help clients to develop market-leading sourcing strategies to secure maximum savings on network services while developing appropriate contract structure to enable migration to new network services; Audit Services to identify and resolve inaccuracies in carrier billing and identify and implement service optimization recommendations; and Telecom Expense Management which helps clients manage monthly telecom invoices.

Services include: Audit, Network Sourcing, Telecom Expense Management and Network Transformation Services.

Business Services

ISG has deep insights into the specific needs of the enterprise's back, middle and front offices, including all Service Delivery Models (SDM) and Target Operating Models (TOM) such as Shared Services, Captive Offshore Centers, Business Process Outsourcing and functional domains including Finance & Accounting, Customer Care and Procurement. We are also experts in the deep integration to IT and Enterprise Resource Management systems. Understanding both the market for sourced services and the needs of integration of partially retained services in alternative service delivery models is critical for success in this area.

Services include: Finance and Accounting, Procurement, Customer Care and Global Business Services (GBS) Strategy.

ISG GovernX™

ISG GovernX™ offers a fully managed service that delivers both provider governance and program management support. ISG GovernX™ provides better governance to outsourced relationships by providing a global delivery team, innovative and proprietary technology, and quality controls beyond the reach of most organizations, delivering 25% savings in the management cost and typically more than 9% hard-dollar savings through improved management.

Services include: Consumption/Hardware Asset Management, Digital Vendor Management, ISG GovernX™, Governance Assessment/Workshop and Project Management.

Line item 4: IT Advisory Services Price Breakdown

Advisor Role	Hourly Rate
Analyst	\$185.00
Consultant	\$195.00
Senior Consultant	\$205.00
Consulting Manager	\$215.00
Principal Consultant	\$221.00

Director	\$240.00
Partner	\$300.00

Rates shown are for the first contract year. Rates will increase at 5% each subsequent contract year.