

MODIFICATION

State of Maine



Master Agreement

Effective Date: 01/26/15

Expiration Date: 07/14/19

Master Agreement Description: SPIRIT Software Enhancement

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

Jeff Cotnoir 207-624-9449 ext. Jeff.Cotnoir@maine.gov

Authorized Departments

10A DEPT OF HUMAN SERVICES

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000015525

Vendor Name

Custom Data Processing

Alias/DBA

Vendor Address Information

1408 Joliet Road

Romeoville, IL 60446

US

Vendor Contact Information

Mike Peth

800-888-6035 ext.

mpeth@cdpehs.com

Commodity Information

Vendor Line #: 1

Vendor Name: Custom Data Processing

Commodity Line #: 1

Commodity Code: 92045

Commodity Description: SPIRIT Software Enhancement

Commodity Specifications:

Quantity

0.00000

UOM

Free on Board

Unit Price

\$0.00

Delivery Days

Contract Amount

\$0.00

Service Start Date

01/26/15

Service End Date

07/14/19

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

ATTACHMENT 1
PARTICIPATING PURCHASING STATE ADDENDUM

PARTICIPATING PURCHASING STATE ADDENDUM
Successful Partners in Reaching Innovative Technology (SPIRIT) ENHANCEMENT
SERVICES CONTRACTS
Administered by the State of Missouri (hereinafter "Lead State")

COOPERATIVE CONTRACT
Custom Data Processing (CDP)
Missouri Contract Number: C213011001.
(hereinafter "Contractor")
And
State of Maine
Maine Department of Health and Human Services(DHHS)
(hereinafter "Participating Purchasing State")

1. Scope: This addendum covers the Successful Partners in Reaching Innovative Technology (SPIRIT) Enhancement Services Contract led by the State of Missouri for members of the SPIRIT Charter, for use by Participating Purchasing States and, authorized by that state's statutes to utilize its contracts.

2. Participation: Use of the SPIRIT cooperative contract by agencies, political subdivisions and other entities (including cooperatives) authorized by an 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 State Chief Procurement Official.

3. Participating Purchasing State Modifications or Additions to Cooperative Contract:

1. **TERM** - The term of this Participating Purchasing State Addendum shall be from the State of Maine's signature of the SPIRIT Participating Purchasing State Intent Form, signed November 15, 2012 to the end date of the Lead State cooperative contract number: C213011001.
2. **INVOICES AND PAYMENTS** - Payments are subject to the Contractor's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.
3. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties

hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor, subject to the approval of the Commissioner of the Department.
6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Contractor shall be submitted to:
Name: L. Hodkins and R. Vensel
Title:
Address:
who are designated as the Agreement Administrators on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.
7. CHANGES IN THE WORK The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of a PAQ, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. SUB-AGREEMENTS Unless provided for in this Agreement, no arrangement shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and its employees assigned for services thereunder.
9. SUBLETTING, ASSIGNMENT OR TRANSFER The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Contractor of its liability under this Agreement.
10. EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Agreement 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 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, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Agreement, state that all qualified applicants shall 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 shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting 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 applicants for employment.
- d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

- g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
11. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the State Purchases Review Committee. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
13. **WARRANTY** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the

Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
16. **GOVERNMENTAL REQUIREMENTS** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.
17. **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.

18. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a known violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a known libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.
19. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE** The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Contractors insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Contractor shall furnish the Department

with written or photocopied verification of the existence of such liability insurance policy.

22. **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.
23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. This item has been intentionally deleted.
25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the

parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

These modifications or additions apply only to actions and relationships within the state in which the Participating Purchasing State is located.

4. Lease Agreements:

Leasing is NOT authorized or permitted under this Cooperative Contract or Participating Purchasing State Addendum

5. Primary Contacts: The primary contacts for this participating addendum are as follows (or their named successors)

Lead State Contract Administrator

Name: Gary Eggen, Manager, IT Procurement Section
Address: Missouri Office of Administration
Division of Purchasing and Materials Management
Phone: 573.751.2497
Email: gary.eggen@oa.mo.gov

Contractor

Name: Custom Data Processing
Address: 1408 S. Joliet Road, Romeoville, IL, 60446
Voice: 800-888-6035
Fax: 630-783-8841
E-mail: mike.peth@cdpehs.com

Participating Purchasing State

Name: Samuel G. Adolphsen, Chief Operating Officer
Address: Maine Department of Health and Human Services
Office of the Commissioner
Telephone: 207-287-5160
Fax: 207-287-3005
E-mail: Sam.Adolphsen@maine.gov

Participating Purchasing State – Chief Procurement Official

Name: Mark Lutte, Director Of Purchases
Address: Maine Division of Purchases, 111 Sewall Street,
State House Station 9, Cross Office Building, Augusta, ME 04333-0009

E-Mail: Mark.Lutte@maine.gov

Participating Purchasing State – Chief Information Officer

Name: James R. Smith, CIO

Address: Maine Office of Information Technology,
State House Station 145, 51 Commerce Dr, Augusta, ME 04333-0145

E-Mail: jim.smith@maine.gov

6. Subcontractors:

The following subcontractor(s) (dealers, resellers, partners, distributors, etc.) are authorized to provide goods and/or services under the Participating Purchasing State Addendum:

All Contractor's dealers, resellers, partners, distributors authorized by the Contractor to do business in the Participating Purchasing States, as shown in subcontracts section for this Contract, are approved to provide sales and service support to WIC State agencies participating in the SPIRIT Cooperative Contract. Participation will be in accordance with the terms and conditions set forth in the aforementioned Cooperative Contract.

[If there are only a limited number or NO subcontractors are authorized to provide goods and/or services under this contract it should be stated in this section. List the subcontractors or state "NO subcontractors are authorized to provide goods and/or services under this contract".]


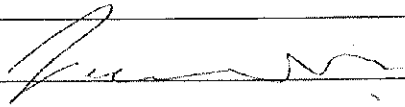
7. Project Assessment Quotation (PAQ) Instructions:

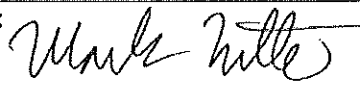
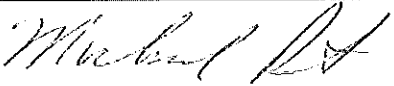
All orders should contain the following (1) Mandatory Language "PAQs are subject to Missouri Contract C213011001." (2) The Offerors Name, Address, Contact, & Phone-Number (3) PAQ amount, monthly payment (if appropriate), itemized list of items being purchased, & rates of the service being used.

8. Price Agreement Number: All PAQs issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating Purchasing State contract number: [insert appropriate number] and the Lead State cooperative contract number: C213011001.

This Participating Purchasing State Addendum and the Cooperative Contract number C213011001. (administered by the State of Missouri) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Addendum and the Cooperative Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Cooperative Contract and its exhibits, by any subsequent PAQ or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Cooperative Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating Purchasing State.

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

Participating Purchasing State: Maine Dept OF Health and Human Services	Participating Purchasing State: Maine Office of Information Technology
By: 	By: 
Name: Sam G. Adolphsen	Name: James R. Smith
Title: Chief Operating Officer	Title: CIO
Date: 1/9/15	Date:

Participating Purchasing State: Maine Division of Purchases	Contractor: Custom Data Processing
By: 	By: 
Name: Mark Lutte	Name: Michael Peth
Title: Director – Div. of Purchases	Title: Director, Sales & Marketing
Date: 2/10/15	Date: 12.18.2014

Acknowledgement by State of Missouri:

By:

Name: Gary Eggen

Date:

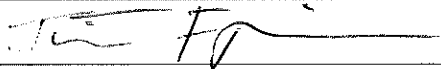
Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Justin Franzose, Ray Vensel, Lisa Hodgkins	Office/Division/Program:	DHHS
Agreement Amount: \$	To be determined (master agreement)	CT or MA Number:	MA-18P-150126*0150
Contract Start Date:	December 1, 2016	Contract End Date:	July 14, 2018
Vendor's Business Name:	Custom Data Processing	State of Maine VC Number for Vendor:	VS000015525
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	Scott Hilboldt 1408 S. Joliet Road Romeoville, IL 60446 scott.hilboldt@cdpehs.com 913-221-6699		
Type of Service/Commodity or Project Name:	Support for SPIRIT, JIRA, and test environment		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	State of Missouri USDA-FNS	Entity Contact Name, Email Address, and Phone Number:	Gary Eggen gary.eggen@oa.mo.gov 573-751-2497
Original RFP Name and Number:	RFP B2Z13011 Dated: 10-25-2012	Pre-existing Contract Name and Number (resulting from RFP):	Missouri C213011001
Contract Start Date:	July 15, 2013	Contract End Date:	July-14-2017 with potential extensions of two (2) one (1) year terms.

1. What is the departmental need for this service or commodity?
<p>Information systems are the heart of effective administration of the U.S. Department of Agriculture/Food and Nutrition Service (USDA/FNS) Supplemental Food Program for Women, Infants and Children (WIC).</p> <p>The SPIRIT program provides the State of Maine the Information Technology applications to operate the SNAP program. Maine hosts its own version of the software.</p>
2. How was the pre-existing contract identified?
<p>The WIC Program State Agency Model (SAM) is a Federal Food and Nutrition Service initiative to plan, develop, and deploy model management information systems (MIS) in WIC State agencies (SAs). Three WIC SAM consortia were created (no other consortia shall be created):</p> <ul style="list-style-type: none"> ▶ SPIRIT (Successful Partners in Reaching Innovative Technology) ▶ MPSC (The Mountain Plains States' Consortium) ▶ Crossroads <p>Maine chose to participate in SPIRIT, Successful Partners In Reaching Innovative Technology (SPIRIT), in 2012. Spirit is the largest and most advanced management system. SPIRIT is ahead of the other SAMs and has a system in place which has been adopted by 17 WIC SAs, with three more in stages of implementation. SPIRIT has working groups and communication channels in place:</p> <ul style="list-style-type: none"> ▶ SPIRIT User Group (SUG) ▶ Executive Steering Committee (ESC) ▶ Change Control Work Group (CCWG) ▶ Task Forces (Put in place as necessary for specific system objectives)


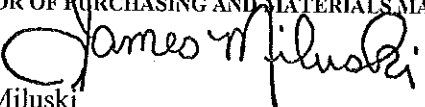
Division of Purchases' Participating Addendum Authorization Form

3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?	
<p>On November 15, 2012 William Boeschstein, Chief Operating Officer of DHHS signed a State SPIRIT Participating Purchasing State Intent Form to enroll Maine in the SPIRIT program. The agreement was between the State and the lead SPIRIT state (Missouri).</p> <p>The attached Participating Purchasing State Addendum signs the most recent version of the agreement and adds State of Maine contracting terms and conditions to create a Master Agreement. The Participating Purchasing State addendum will be used to create a Master Agreement under which Maine anticipates funding application changes (to be shared across consortium states) to make the SPIRIT programs ADA compliant. The document is signed by the vendor (CDP), State of Maine CIO, State of Maine DHHS, State of Maine Director of Purchases and State of Missouri.</p>	
Signature:	
Date:	2-2-16



NOTICE OF AWARD



State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

SOLICITATION NUMBER B2Z13011	CONTRACT TITLE SPIRIT Software Enhancement
CONTRACT NUMBER	CONTRACT PERIOD July 15, 2013 through July 14, 2017
REQUISITION NUMBER	VENDOR NUMBER 3630221230 0
CONTRACTOR NAME AND ADDRESS Custom Data Processing Attention: Mike Peth 1408 S. Joliet Road Romeoville, IL 60446	STATE AGENCY'S NAME AND ADDRESS Multiple Governmental Entities Located Throughout the United States
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Custom Data Processing in response to B2Z13011 is accepted in its entirety including BAFO 001 and BAFO 002.	
BUYER Gary Eggen	BUYER CONTACT INFORMATION Email: gary.eggen@oa.mo.gov Phone: (573) 751-2497
SIGNATURE OF BUYER 	DATE 7/15/13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<https://oa.mo.gov/purchasing>



CONTRACT NUMBER C213011001	CONTRACT TITLE SPIRIT Software Enhancement
AMENDMENT NUMBER 001	CONTRACT PERIOD July 15, 2013 through July 14, 2018
REQUISITION NUMBER NR 605 6P6200000652	VENDOR NUMBER 3630221230 0
CONTRACTOR NAME AND ADDRESS Custom Data Processing Attention: Mike Peth 1408 S. Joliet Road Romeoville, IL 60446	STATE AGENCY'S NAME AND ADDRESS Multiple Governmental Entities Located Throughout the United States
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C213011001 is hereby amended to correct an error in the original award of the contract that misstated the contract period. Pursuant to Paragraph 4.2.1 of the RFP that established the contract (RFP B2Z13011), "the original contract period shall be date of award through five (5) years." As the award date of the RFP was July 15, 2013, the contract period shall be corrected to be, "July 15, 2013 through July 14, 2018." All other requirements, terms and conditions of the contract shall remain unchanged. This amendment is executed under the authority of the original contract/RFP terms. No further signature or agreement of the contractor is necessary.	
BUYER Gary Eggen	BUYER CONTACT INFORMATION Email: gary.eggen@oa.mo.gov Phone: (573) 751-2497
SIGNATURE OF BUYER 	DATE January 10, 2017
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

B2 213011

CONTRACT NUMBER C213011001	CONTRACT TITLE SPIRIT Software Enhancement
AMENDMENT NUMBER 002	CONTRACT PERIOD July 15, 2018 through July 14, 2019
REQUISITION/REQUEST NUMBER NR 300 31868000004	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 3630221230 0/MB00093683
CONTRACTOR NAME AND ADDRESS CUSTOM DATA PROCESSING INC Attention: Mike Peth 1408 JOLIET ROAD ROMEDEVILLE, IL 60446	STATE AGENCY'S NAME AND ADDRESS Multiple Governmental Entities Located Throughout the United States
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C213011001 is hereby amended pursuant to the attached Amendment #002, dated June 4, 2018.	
BUYER Christopher Lozuaway	BUYER CONTACT INFORMATION Email: Christopher.Lozuaway@oa.mo.gov Phone: (573) 751-1567 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 06/18/2018
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: C213011001
TITLE: Spirit Software Enhancement
ISSUE DATE: 02/27/18

REQ NO.: NR 300 31868000004
BUYER: Chris Lozuaway
PHONE NO.: (573) 751-1567
E-MAIL: christopher.lozuaway@oa.mo.gov

TO: Custom Data Processing
1408 S. Joliet Road
Romeoville, IL 60446

RETURN AMENDMENT BY NO LATER THAN: 03/06/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	shelby.williams@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Multiple Government Entities
Located Throughout the United States

SIGNATURE REQUIRED

VENDOR NAME Custom Data Processing	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS 1408 Joliet Road	
CITY, STATE, ZIP CODE Romeoville, IL 60446	

CONTACT PERSON Kelly Pralle	EMAIL ADDRESS kelly.pralle@cdpehs.com
PHONE NUMBER 630-972-6337	FAX NUMBER 630-783-8841
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE <i>Kelly Pralle</i>	DATE 2/28/18 6/4/2018 (corrected)
PRINTED NAME Kelly Pralle	TITLE Contract Admin

AMENDMENT #002 TO CONTRACT C213011001**CONTRACT TITLE:** SPIRIT Software Enhancement**CONTRACT PERIOD:** July 15, 2018 through July 14, 2019

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate, in the Pricing Tables below, the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING TABLE	
Description	Firm, Fixed Hourly Rate
Administration/Clerical	\$
Administration/Clerical (Entry Level)	\$73.68
Administration/Clerical (Journeyman)	\$79.22
Administration/Clerical (Senior)	\$84.77
Applications Developer	\$
Applications Developer (Entry Level)	\$96.50
Applications Developer (Journeyman)	\$103.76
Applications Developer (Senior)	\$111.57
Applications Developer (Master)	\$119.38 \$119.38 <i>KP</i>
Applications Systems Analyst	\$
Applications Systems Analyst (Entry Level)	\$93.97
Applications Systems Analyst (Journeyman)	\$101.04
Applications Systems Analyst (Senior)	\$108.65
Applications Systems Analyst (Master)	\$116.25
Business Process Consultant	\$114.49
Business Systems Analyst	\$114.49
Chief Information Security Officer	\$103.37
Computer Scientist	\$106.06
Computer Forensic and Intrusion Analyst	\$103.37
Configuration Management Specialist	\$
Configuration Management Specialist (Journeyman)	\$100.19
Configuration Management Specialist (Senior)	\$107.73
Configuration Management Specialist (Master)	\$115.27
Data Architect	\$107.77
Data Warehousing Specialist	\$
Data Warehousing Specialist (Entry Level)	\$93.21

PRICING TABLE	
Description	Firm, Fixed Hourly Rate
Data Warehousing Specialist (Journeyman)	\$100.23
Data Warehousing Specialist (Senior)	\$107.77
Data Warehousing Specialist (Master)	\$115.31
Database Specialist	\$
Database Specialist (Entry Level)	\$97.39
Database Specialist (Journeyman)	\$104.72
Database Specialist (Senior)	\$102.60 \$112.60 <i>KP</i>
Database Specialist (Master)	\$102.48 \$120.48 <i>KP</i>
Disaster Recovery Specialist	\$
Disaster Recovery Specialist (Journeyman)	\$101.18
Disaster Recovery Specialist (Senior)	\$108.80
Enterprise Architect	\$122.49
ERP Analyst	\$145.72
ERP Business/Architectural Specialist	\$145.72
Financial Analyst	\$135.27
GIS Analyst/Programmer	\$111.57
Graphics Specialist	\$107.73
Groupware Specialist	\$106.09
Hardware Engineer	\$
Hardware Engineer (Entry Level)	\$94.10
Hardware Engineer (Journeyman)	\$101.18
Hardware Engineer (Senior)	\$108.80
Hardware Engineer (Master)	\$116.41
Helpdesk Specialist	\$
Helpdesk Specialist (Entry Level)	\$77.87
Helpdesk Specialist (Journeyman)	\$83.73
Helpdesk Specialist (Senior)	\$89.59
Information Assurance/Security Specialist	\$
Information Assurance/Security Specialist (Entry Level)	\$89.41
Information Assurance/Security Specialist (Journeyman)	\$96.14
Information Assurance/Security Specialist (Senior)	\$103.37
Information Assurance/Security Specialist (Master)	\$110.61
Information Specialist/Knowledge Engineer	\$118.80
Modeling and Simulation Specialist	\$105.41
Network Specialist	\$
Network Specialist (Entry Level)	\$89.41
Network Specialist (Journeyman)	\$96.14
Network Specialist (Senior)	\$103.37
Network Specialist (Master)	\$110.61
Program Manager	\$115.98
Project Manager	\$102.78
Quality Assurance Specialist	\$
Quality Assurance Specialist (Entry Level)	\$98.75
Quality Assurance Specialist (Journeyman)	\$106.18
Quality Assurance Specialist (Senior)	\$114.17
Quality Assurance Specialist (Master)	\$122.16
Research Analyst	\$104.20

PRICING TABLE	
Description	Firm, Fixed Hourly Rate
Strategic/Capital Planner	\$130.97
Subject Matter Expert	\$
Subject Matter Expert (Journeyman)	\$112.35
Subject Matter Expert (Senior)	\$120.81
Subject Matter Expert (Master)	\$129.26
Systems Engineer	\$108.77
Technical Editor	\$115.74
Technical Writer	\$80.69
Test Engineer	\$
Test Engineer (Entry Level)	\$106.18
Test Engineer (Journeyman)	\$114.17
Test Engineer (Senior)	\$122.16
Training Specialist	\$
Training Specialist (Entry Level)	\$89.84
Training Specialist (Journeyman)	\$96.60
Training Specialist (Senior)	\$103.36
Voice/Data Communications Engineer	\$
Voice/Data Communications Engineer (Entry Level)	\$104.40
Voice/Data Communications Engineer (Journeyman)	\$112.26
Voice/Data Communications Engineer (Senior)	\$120.71
Voice/Data Communications Engineer (Master)	\$129.16
Web Content Analyst	\$114.49
Web Designer	\$99.60

PRICING TABLE			
Description	Unit Price	Unit of Measure	Firm, Fixed Price Per Month
2.1.6.1.2 - Source Code Operational Support	12	Month	\$29,561.00
2.1.6.1.6.1 - JIRA Application (On-going Maintenance)	12	Month	\$7,566.00
2.1.6.1.6.2 - SPIRIT Test Environment (On-going Maintenance)	12	Month	\$6,666.000

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

1. **WARRANTY:** Contractor warrants:

- a. That all articles and services to be supplied by it under this agreement are fit and sufficient for the purpose intended, and
- b. That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
- c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
- d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
- e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within 1 year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

2. **TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state or local sales, or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

3. **PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, The Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

5. **INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. Division of Purchases at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

6. **INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing purchase order number, vendor number and other essential particulars, must be forwarded promptly to the ordering agency concerned by the vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

7. **ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this agreement because of the inability of the parties to agree on an adjustment or adjustments.

8. **DEFAULT:** The Division may terminate the whole or any part of this agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

9. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

10. **INTERPRETATION:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

11. **DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this agreement and the fulfillment of this agreement on the part of the contractor.

12. **ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this agreement.

GENERAL TERMS AND CONDITIONS OF STATE OF MAINE BUYER PURCHASE ORDER

13. **HOLD HARMLESS:** The Contractor agrees to indemnify, defend and save harmless the Bureau of General Services, its divisions, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement.

14. **SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the contractor to solicit or secure this agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15. **WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of contractor with respect to such future performance shall continue in full force and effect.

16. **MSDS:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

17. **COMPETITION:** By accepting this Purchase Order, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.