

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/07/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Info-Tech Research Group, Inc. for information technology research and advisory services for the Information Technology Services Department.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Tyler Fitzgerald</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>6/22/2026 1:27 PM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION	
Council District Member Sponsors:	_____
Council Committee Chair Sponsors:	_____
Approved by Administration:	_____ Date: _____

DEPARTMENT OF LAW	
Date to Dept. of Law: _____	Approved by Department of Law: _____
Settlement Resolution/Memorandum Approved by: _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Info-Tech Research Group, Inc. for information technology research and advisory services for the Information Technology Services Department.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between the state of North Carolina and Info-Tech Research Group, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Information Technology Services Department but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between the state of North Carolina and Info-Tech Research Group, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane
Michelle A. Hernandez Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Patricia Samour

What is your department? ITS

What is your email address? pat.samour@nashville.gov

What is your phone number? (615) 862-6991

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

If other Metro departments will be utilizing this cooperative, list them here: All of Metro GG welcome to use

How much do you estimate spending on this cooperative contract? \$500,000.00

Cooperative Information

What is the cooperative entity? Cooperative - NASPO.

What is the lead agency? State of North Carolina

Who is the supplier? Info-Tech Research Group, Inc

Is the supplier registered in iSupplier? Yes.

If yes, what is the supplier's ISN? 1006020

What is the contract number? DPC-1428523190-SA-28-PASS_ITRAC

When did the contract start? Monday, January 19, 2026

When does the contract end? Thursday, January 18, 2029

What was the solicitation method for this contract? RFP - Request for Proposal.









What is the good/service that this cooperative will be utilized to purchase?

Information technology research and advisory services. Research content, Info-Tech is a significantly more cost-effective offering that can be executed directly by IT staff. Instead of just theory, Info-Tech provides step-by-step methodologies, vendor evaluation matrices (via SoftwareReviews), and implementation toolkits that your team can immediately apply. Their memberships are often more competitively priced and offer high value for organizations that need tangible deliverables rather than premium C-suite executive networking.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Allows for quicker access to the hands-on templates and diagnostic tools available from Info-Tech and thus can prove to be more cost-effective

Upload the original contract from the lead agency.

-  1625774829_NASPO VALUEPOINT_S... .pdf
-  1777487609_91598879_infotech_m... .docx
-  1777564826_91598862_info-tech_pri... .xlsx
-  DPC-1428523190-SA-NASPO Value P... .pdf
-  1762910768_Info-Tech Research Gro... .pdf
-  PASS - IT RAC Solicitation Information.docx
-  01 - Attachment A - RFP Terms and Co....pdf
-  00 - RFP Overview.pdf



02 - Attachment B - Scope of Work.pdf....pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



00 - RFP Overview_7349.pdf



02 - Attachment B - Scope of Work.pdf....pdf



01 - Attachment A - RFP Terms and Co....pdf



PASS - IT RAC Solicitation Informatio... .docx



1777487609_91598879_infotech_m... .docx

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **information technology research and advisory services from Info-Tech Research Group, Inc. via NASPO ValuePoint contract #DPC-1428523190-SA-28-PASS ITRAC** is recommended for approval.

The anticipated project value is **\$500,000.00**. The estimated savings to Metro via this cooperative are **\$52,571.00**.

The cooperative was requested by **ITS**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **NASPO ValuePoint**; the lead agency is **North Carolina**. **North Carolina** is a public entity that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 40 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$52,571.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
6/04/2026



Cooperative Request Signature Form

Co-Op Request Number	C2026104
Date Received	May 20, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane *MAH*

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

6/8/2026 | 4:14 PM CDT

Date Signed





**PARTICIPATION IN NASPO VALUEPOINT MASTER AGREEMENTS
BY GOVERNMENTAL ENTITIES IN THE STATE OF TENNESSEE**

The State of Tennessee provides the following references regarding participation in cooperative agreements:

- Higher Education and Local Governments in Tennessee may enter participating addendums to utilize NASPO ValuePoint master agreements if doing so is permissible under their own statutory authority and procurement procedures. Any agreements are subject to the approval of the particular entity involved.
- In general, under Tenn. Code Ann. § [12-3-101](#) all goods and services for the use of state government, shall be purchased and contracted for by the Central Procurement Office unless a particular exemption applies. There are several state governmental entities and types of contracts that are exempt. For a list of exemptions, please see Tenn. Code Ann. § [12-3-102](#).
- The Central Procurement Office may participate in cooperative purchasing agreements, including NASPO ValuePoint contracts, under Tenn. Code Ann. § [12-3-512](#).
- Many exempt governmental entities have their own statutory authority to enter into a cooperative purchasing agreement that is awarded through full and open competition.
 - For details regarding some of the cooperative purchasing requirements for a public institution of higher education please see Tenn. Code Ann. § [12-3-512](#).
 - For details regarding some of the cooperative purchasing requirements of a municipality, county, utility district, or other local government of the state please see Tenn. Code Ann. § [12-3-1205](#).

Effective Date: July 8, 2021

Voight Shealy, Cooperative Contract Coordinator III



**Participating Addendum Number [#####]
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
[Participating Entity]
and
Info-Tech Research Group Inc.**

[Note (delete before execution): If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity other than the state’s central procurement office may be eligible to execute a Participating Addendum directly with Contractor. Contractor and the entity must coordinate with NASPO to confirm the entity’s eligibility to execute a Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]

This Participating Addendum is entered into by [Participating Entity] (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number **DPC-1428523190-SA-28-PASS_ITRAC**, executed by Contractor and the State of North Carolina (“Lead State”) for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services (“Master Agreement”):

Info-Tech Research Group Inc. (“Contractor”)
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Stephanie Brown
Senior Director, Bids & Contracts
bids_contracts@infotech.com
1-888-670-8889

Participating Entity’s contact for this Participating Addendum is:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **January 19, 2026**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. *[Instruction (delete before execution): Participating Entities should ensure that this section properly identifies the entities eligible to use this Participating Addendum as Purchasing Entities. If the Participating Entity is not a state, the following highlighted section should be replaced with “This Participating Addendum may be used only by the Participating Entity.”]* 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. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to



**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Contractor and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded and as described in the Master Agreement.**

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of products available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. *[Instruction (delete before execution): If the use of certain partners is being limited or prohibited, the language in this section should be modified accordingly.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by **referencing the Participating Addendum Number on an Order.** *[Instruction (delete before execution): The highlighted language may be modified to accurately describe the ordering process for Orders placed under the Participating Addendum.]* Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*
- VIII. **FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. **LIMITATION OF LIABILITY.** Except for Contractor's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4)

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Contractor or its related entities, suppliers, sub-contractors, agents or distributors is liable to Participating Entity for under this Participating Addendum, for any reason whatsoever, including negligence, is Two Million Dollars (\$2,000,000USD).

- X. RESEARCH AND ADVISORY INVOICE & PRICING.** The Purchasing Entity acknowledges that the research and advisory services are subscription-based and provide immediate access to proprietary information resources upon onboarding. The Purchasing Entity acknowledges that advance payment for these services is justified based on the nature of the services and their alignment with agency business needs.
- XI. IFF FEES.** The Parties acknowledge that the pricing applicable to this Participating Addendum has been adjusted to incorporate the NASPO ValuePoint administrative fee of one quarter of one percent (0.25%), as required under the Master Agreement. Contractor shall be responsible for remitting the NASPO ValuePoint administrative fee in accordance with the Master Agreement. To the extent a state specific administrative fee is applicable, the pricing under this Participating Addendum has been adjusted to incorporate such fee. Except as expressly set forth herein, Contractor shall not separately invoice, surcharge, or otherwise recover any administrative fees, including the NASPO ValuePoint administrative fee or any state-imposed fee, outside of the pricing set forth herein.
- XII. INFORMATION TECHNOLOGY STANDARDS.** *[Instruction (delete before execution): Insert text here to describe any Participating Entity-specific information technology standards and requirements with which Contractor and Contractor's products and services must comply. If not applicable, or if addressed elsewhere in the Participating Addendum, this section may be deleted.]*
- XIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Exhibit A: Contractor Standard Terms of Use which govern access to and use of the Contractor's subscription-based research, advisory, and platform services provided under this Participating Addendum.
 - b. *[Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]*
 - c. *[Example Attachment B: Participating Entity Product and Service Exclusions]*
 - d. *[Example Attachment C: Participating Entity-specific Pricing]*
- XIV. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|-----------------------------------|--------------------------------|
| For Contractor: | For Participating Entity: |
| Stephanie Brown | <i>[Contact name]</i> |
| Senior Director, Bids & Contracts | <i>[Contact title]</i> |
| bids_contracts@infotech.com | <i>[Contact email address]</i> |
| 1-888-670-8889 | <i>[Contact phone number]</i> |
- XV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

EXHIBIT A

Info-Tech Research Group Terms of Use

Info-Tech Research Group Inc. (“Info-Tech” or “we”) provides proprietary information technology research, tools, materials, and related advisory services to our clients via our website (collectively the “Services”). A “Client” is defined as the entity that purchased the subscription services. These Terms of Use shall be referenced in a sales contract (“Service Agreement”) between Client and Info-Tech.

These Terms of Use state the terms and conditions under which “you”, being (as the case may be) a Client and/or a “User” (defined as a user of the publicly available Services, or one or more named individual employees or representatives of the Client who are authorized by Info-Tech in a Service Agreement to use the Services that require paid access), may use this website and the Services, which are the property of Info-Tech. Your use of this site and the Services constitutes acceptance of these Terms of Use.

1. General Use Restrictions

The Services are to be used for the User's use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for his or her individual use, but Users may not, and Client must not permit Users to, distribute any articles, tools, templates or blueprints internally, subject to the exceptions below:

- Users may make a single copy of each slide, spreadsheet, table, graphic, or portion of text from the research content for internal presentation purposes, provided that the original Info-Tech copyright notice and date of publication remains affixed without alteration.
- Users may make a single copy of individual research documents for personal archival use.
- Users may forward individual research documents within employee workgroups for decision support.
- User may submit requests for permission to copy or use the research content or research services in other ways to Info-Tech.
- The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works externally for any commercial or resale purposes.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. utilize Info-Tech research to create, train, or otherwise advance generative artificial intelligence (AI), large language models (LLMs), machine learning algorithms or software, and other technological innovations for the production of derivative works, compilations, collective endeavors, or any other purpose.
- F. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s) and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889. If you are an organization that is party to a service agreement with Info-Tech, references in these Terms of Use to "User(s)" include you, and you are responsible for compliance by named individual Users within your organization with these Terms of Use.

4. User Perspective

For the benefit of all Users, Info-Tech's research services includes the ability for Users to (i) participate in the creation of research by contributing User perspective for publication on Info-Tech's websites and (ii) participate in industry-specific community groups and other forums by contributing discussion posts. All such contributions are voluntary with full consent of the User. If your account is used to contribute content to Info-Tech's websites, (collectively, "User Contributions"), you agree to accept sole responsibility for those User Contributions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. To the extent Users contribute any feedback to Info-Tech (as User Contributions or otherwise), Info-Tech may use that feedback to assess, improve, and market its products. To the extent Users contribute to research, Info-Tech may incorporate those contributions within the research Services without the necessity of attribution. You grant us and our affiliates a worldwide, irrevocable, royalty-free, nonexclusive license to use, reproduce, create derivative works of, distribute publicly display, and publish User Contributions. You agree you will not attempt to enforce any so-called "moral rights" in User Contributions against us or our affiliates. By using Info-Tech's research services, you agree that none of your User Contributions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, User Contributions on Info-Tech's Web sites are not Confidential Information.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Contributions, we reserve the right to pre-screen and/or monitor User Contributions. If we become aware of User Contributions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion. If you believe that any User Contributions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please [contact us](#).

5. Non-Disclosure of Confidential Information

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

In these Terms of Use "Confidential Information" means information of a commercially sensitive or proprietary character that is marked as confidential or that a reasonable person would understand to be confidential. The "Disclosing Party" is the party disclosing Confidential Information and the "Receiving Party" is the party receiving Confidential Information. However, Confidential Information does not include information that:

- was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as these Terms of Use and to the extent required by law.

Info-Tech may create or use anonymized data for purposes such as benchmarking, analytics, and other good faith business purposes. Anonymized data is not the Confidential Information of Users.

Client confirms it has express consent to share its employee information with Info-Tech.

6. Term

Many of the Services are "subscription" services that have a fixed Term and must be renewed in writing at the end of the term for services to continue. Contractual terms of membership are generally multiple years in length and agreed to by the parties in writing. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit one (1) year after purchase. Info-Tech may terminate a User's access at any time if the User or Client violates the terms of use or subscription or any other agreement with Info-Tech.

7. Cancellation

An executed Service Agreement may not be terminated for convenience. Client may terminate a Service Agreement in the event that:

- (a) Info-Tech changes or discontinues Services; and
- (b) Such changes or discontinuance materially affects the User's use of the Services; and
- (c) Client or User notifies Info-Tech of this material affect; and
- (d) Info-Tech is unwilling or unable to reverse such changes within 20-business days.

8. Changes

Info-Tech strives to innovate. Info-Tech may update, upgrade or otherwise change or discontinue content, features or other aspects of its Services. Info-Tech will not make changes that cumulatively degrade the quality of a paid subscription to the Services. Any change to the scope of the agreed Services shall be made only pursuant to a written amendment executed by both parties.

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable, but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

10. Non-Solicitation of Employees

Client agrees that, during the term of any Service Agreement and for 2 years thereafter, it will not directly or indirectly solicit for employment or hire any Info-Tech employee without Info-Tech's prior written consent.

11. Limitation of Liability

Limitation of liability applicable to this Terms of Use shall be as set out in Paragraph IX of the Participating Addendum Number {XXXXXX}.

12. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

13. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

14. Governing Law

The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

15. Entire Agreement

These standard Terms of Use, together with any Participating Addendum, service agreements and statements of work, signed by the parties contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral.

16. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our [Privacy Policy](#) for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

17. Contact Information

Attn: Legal Department

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Legal@infotech.com

Toll Free US: 1-888-670-8889

Toll Free CAN: 1-844-618-3192

International: +1-519-432-3550

Info-Tech Research Group Inc. NASPO ValuePoint Master Agreement Pricing DPC-1428523190-SA-28-PASS_ITRAC					
Product Code	Product Name	Product Description	Commercial Price	Percentage Discount Offered on Subscription/Licenses	Discount Price Offered
27-009	CIO Counselor Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> A designated Executive Counselor for guidance on strategic IT priorities 4 onsite/virtual working sessions A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> Choice of IT spend and staffing benchmarking or an online workshop membership Project success assurance (1 Key Project) Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> Leadership Summit and Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> Unlimited access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 107,000.00	5.00%	\$ 101,650.00
27-008	Executive Counselor Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> A designated Executive Counselor for guidance on strategic IT priorities 2 onsite/virtual working sessions A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 79,000.00	5.00%	\$ 75,050.00
27-007	Counselor Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> A designated Executive Counselor for guidance on strategic IT priorities A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> Unlimited access to Analyst Calls, IT Contract Reviews, and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 62,500.00	5.00%	\$ 59,375.00
27-005	Advisory Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> A designated Account Manager A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> Unlimited access to Analyst Calls, and one Rapid Application Software Selection engagement <p>Events:</p> <ul style="list-style-type: none"> Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 33,000.00	5.00%	\$ 31,350.00

27-004	Small Enterprise Advisory Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Choice of One: IT Contract Review, IT Vendor Price Benchmarking, or IT Vendor Negotiation engagement • Unlimited access to Analyst Calls, and one Rapid Application Software Selection engagement <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings Only available to Small Enterprise Size Segmentation 	\$ 21,000.00	5.00%	\$ 19,950.00
27-005-APP	Domain Advisory Membership - Applications	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Applications Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Applications Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	\$ 15,675.00
27-005-DA	Domain Advisory Membership - Data & Analytics	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Data & Analytics Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Data & Analytics Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	\$ 15,675.00
27-005-EA	Domain Advisory Membership - Enterprise Architecture	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Enterprise Architecture Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Enterprise Architecture Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	\$ 15,675.00
27-005-INF	Domain Advisory Membership - Infrastructure & Operations	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Infrastructure & Operations Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Infrastructure & Operations Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	\$ 15,675.00
27-005-PPM	Domain Advisory Membership - PPM	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Project& Portfolio Management Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Project & Portfolio Management Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	\$ 15,675.00

27-005-SEC	Domain Advisory Membership - Security	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Security Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Security Domain, and virtual industry roundtable meetings 	\$ 16,500.00	5.00%	15,675.00
27-004-APP	SE Domain Advisory Membership - Applications	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Applications Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Applications Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00
27-004-DA	SE Domain Advisory Membership - Data & Analytics	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Data & Analytics Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Data & Analytics Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00
27-004-EA	SE Domain Advisory Membership - Enterprise Architecture	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Enterprise Architecture Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Enterprise Architecture Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00
27-004-INF	SE Domain Advisory Membership - Infrastructure & Operations	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Infrastructure & Operations Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Infrastructure & Operations Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00
27-004-PPM	SE Domain Advisory Membership - PPM	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Project & Portfolio Management Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Project & Portfolio Management Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00
27-004-SEC	SE Domain Advisory Membership - Security	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls within the Security Domain of Research <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs related to the Security Domain, and virtual industry roundtable meetings 	\$ 12,000.00	5.00%	11,400.00

27-101	Team Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Account Manager <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy and Online Learning Events including Leadership Masterclasses and IT Management Accelerators 	\$ 5,300.00	5.00%	5,055.00
27-010	Technical Counselor Membership	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated IT-role specific Technical Counselor for guidance on maturing domain-specific practices • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 79,000.00	5.00%	75,050.00
27-010-AI	Technical Counselor Membership - AI	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated AI Technical Counselor for guidance on maturing AI practices and growing as an AI Leader • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 79,000.00	5.00%	75,050.00
27-010-APP	Technical Counselor Membership - Applications	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Applications Technical Counselor for guidance on maturing Applications practices and growing as an Applications Leader • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 79,000.00	5.00%	75,050.00

27-010-DA	<p>Technical Counselor Membership - Data & Analytics</p>	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Data & Analytics Technical Counselor for guidance on maturing Data & Analytics practices and growing as a Data & Analytics Leader • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	<p>\$ 79,000.00</p>	<p>5.00%</p>	<p>\$ 75,050.00</p>
27-010-EA	<p>Technical Counselor Membership - Enterprise Architecture</p>	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Enterprise Architecture Technical Counselor for guidance on maturing Enterprise Architecture practices • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	<p>\$ 79,000.00</p>	<p>5.00%</p>	<p>\$ 75,050.00</p>
27-010-PMO	<p>Technical Counselor Membership - PMO</p>	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated PMO Technical Counselor for guidance on maturing Project Management Office practices and growing as a PMO Leader • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	<p>\$ 79,000.00</p>	<p>5.00%</p>	<p>\$ 75,050.00</p>
27-010-INF	<p>Technical Counselor Membership - Infrastructure</p>	<p>Service Delivery:</p> <ul style="list-style-type: none"> • A designated Infrastructure Technical Counselor for guidance on maturing Infrastructure practices and growing as an Infrastructure & Operations Leader • 2 onsite/virtual working sessions • A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> • Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> • Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> • Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> • Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	<p>\$ 79,000.00</p>	<p>5.00%</p>	<p>\$ 75,050.00</p>

27-010-SEC	Technical Counselor Membership - Security	<p>Service Delivery:</p> <ul style="list-style-type: none"> A designated Security Technical Counselor for guidance on maturing Security practices and growing as an IT Security Leader 2 onsite/virtual working sessions A custom key initiative plan <p>Advisory Services:</p> <ul style="list-style-type: none"> Unlimited access to Analyst Calls, IT Contract Reviews, Concierge Services and Rapid Application Software Selection <p>Events:</p> <ul style="list-style-type: none"> Info-Tech LIVE <p>Research:</p> <ul style="list-style-type: none"> Unlimited access to research including counselor resource center, core IT research library, tools & templates, and AI Marketplace <p>Digital Experiences:</p> <ul style="list-style-type: none"> Access to Info-Tech Academy, Online Learning Events, Diagnostic benchmarking programs, and virtual industry roundtable meetings 	\$ 79,000.00	5.00%	\$ 75,050.00
27-012	HIPO Technology Advisory Membership (10 users, unlimited calls in M&G)	<p>HIPO = High Potential. This is a package of 10 seats.</p> <p>HIPO Memberships require 1 counselor membership or above. These memberships are sold to high-potential IT staff in a member organization to give them exposure to our content as well as analysts. This membership is not for executives in the IT department.</p> <p>Key Membership Features:</p> <ul style="list-style-type: none"> Unlimited access to analysts for IT Management & Governance Process related topics Unrestricted access to all IT project and process research methodologies, including tools and templates Unlimited software selection content and reports Access to Info-Tech Academy Access to Virtual Industry Roundtable Meetings 	\$ 90,000.00	5.00%	\$ 85,500.00
27-103	HIPO Technology Team Membership (10 users, research only)	<p>HIPO = High Potential. This is a package of 10 seats.</p> <p>The HIPO Memberships require 1 Counselor membership or above. These memberships are sold to high-potential IT staff in the member organization to give them exposure to our content as well as analysts. This membership is not for executives in the IT department.</p> <p>Key Membership Features:</p> <ul style="list-style-type: none"> Unrestricted access to all IT project and process research methodologies Unlimited access to our library of tools and templates Access to the Info-Tech Academy online eLearning platform Unlimited software selection content & reports Online learning events 	\$ 32,000.00	5.00%	\$ 30,400.00
27-104	Enterprise Broad IT Research Access (<1000 seats)	For up to 1000 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 2 Counselor and 2 Advisory Memberships required.	\$ 90,000.00	5.00%	\$ 85,500.00
27-065	Broad IT Research Access (10-25 seats)	For up to 25 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor and 1 Advisory Memberships required.	\$ 20,000.00	5.00%	\$ 19,000.00
27-066	Broad IT Research Access (26-50 seats)	For up to 50 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor and 1 Advisory Memberships required.	\$ 30,000.00	5.00%	\$ 28,500.00
27-067	Broad IT Research Access (51-75 seats)	For up to 75 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor and 1 Advisory Memberships required.	\$ 40,000.00	5.00%	\$ 38,000.00
27-068	Broad IT Research Access (76-100 seats)	For up to 100 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor and 1 Advisory Memberships required.	\$ 50,000.00	5.00%	\$ 47,500.00
27-069	SE Broad IT Research Access (up to 15 seats)	For up to 15 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor Membership required. Available to accounts under Small Enterprise segmentation only.	\$ 15,000.00	5.00%	\$ 14,250.00
27-070	SE Broad IT Research Access (up to 30 seats)	For up to 30 named contacts, unlimited access to research including core IT research library, tools & templates, and AI Marketplace. Includes access to Info-Tech Academy. Minimum 1 Counselor Membership required. Available to accounts under Small Enterprise segmentation only.	\$ 22,500.00	5.00%	\$ 21,375.00
WSHOP27-001	Small Enterprise Online Workshop Membership	3-Day Analyst-Facilitated Workshop to help you complete your most critical project. Choose from a select catalog of workshops designed for the Small Enterprise. Delivery: Online only Purchase: Annual subscription Only applicable to Small Enterprise Size Segmentation	\$ 17,000.00	5.00%	\$ 16,150.00
WSHOP27-002	Small Enterprise Online Workshop (Standalone)	3-Day Analyst-Facilitated Workshop to help you complete your most critical project. Choose from a select catalog of workshops designed for the Small Enterprise. Delivery: Online only Purchase: One-time Only applicable to Small Enterprise Size Segmentation	\$ 19,000.00	5.00%	\$ 18,050.00

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WSHOP27-005	Online Workshop Membership	5 Day Online Workshop to solve your most pressing problem Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Online Purchase: Annual subscription	\$ 30,000.00	5.00%	\$ 28,500.00
WSHOP27-006	Online Workshop (Standalone)	5 Day Online Workshop to solve your most pressing problem Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Online Purchase: One-time	\$ 34,000.00	5.00%	\$ 32,300.00
WSHOP27-007	Onsite Workshop Membership	5 Day Onsite Workshop for 1 facilitator to solve your most pressing problem Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Follows the rigorous methodology of our blueprints Excludes Travel Delivery: Onsite Purchase: Annual subscription	\$ 34,000.00	5.00%	\$ 32,300.00
WSHOP27-008	Onsite Workshop (Standalone)	5 Day Onsite Workshop for 1 facilitator to solve your most pressing problem Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Follows the rigorous methodology of our blueprints Excludes Travel Delivery: Onsite Purchase: One-time	\$ 38,000.00	5.00%	\$ 36,100.00
WSHOP27-003	Enterprise Online Workshop Membership	5 Day Workshop tailored to solve your most pressing problem. 7 Days of effective effort by Info Tech Adapt your workshop to help you achieve critical goals unique to your organization. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Online Purchase: Annual subscription	\$ 50,000.00	5.00%	\$ 47,500.00
WSHOP27-004	Enterprise Online Workshop (Standalone)	5 Day Workshop tailored to solve your most pressing problem. 7 Days of effective effort by Info Tech Adapt your workshop to help you achieve critical goals unique to your organization. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Online Purchase: One-time	\$ 55,000.00	5.00%	\$ 52,250.00
WSHOP27-015	Enterprise Onsite Workshop Membership	5 Day Workshop tailored to solve your most pressing problem. 7 Days of effective effort by Info Tech Adapt your workshop to help you achieve critical goals unique to your organization. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Onsite, Excludes Travel Purchase: Annual Subscription	\$ 54,000.00	5.00%	\$ 51,300.00
WSHOP27-016	Enterprise Onsite Workshop (Standalone)	5 Day Workshop tailored to solve your most pressing problem. 7 Days of effective effort by Info Tech Adapt your workshop to help you achieve critical goals unique to your organization. Expert facilitators help you complete a key initiative, work through critical project deliverables, and train your team Delivery: Onsite, Excludes Travel Purchase: One-time	\$ 59,000.00	5.00%	\$ 56,050.00
WSHOP27-081	AI Workshop Membership	5 Day Online Workshop focused on advancing your AI transformation Expert facilitators help you complete a key AI initiative, work through critical project deliverables, and train your team Follows the rigorous methodology of our blueprints Delivery: Online Purchase: Annual subscription	\$ 30,000.00	5.00%	\$ 28,500.00
WSHOP27-082	AI Workshop (Standalone)	5 Day Online Workshop focused on advancing your AI transformation Expert facilitators help you complete a key AI initiative, work through critical project deliverables, and train your team Follows the rigorous methodology of our blueprints Delivery: Online Purchase: One-time	\$ 34,000.00	5.00%	\$ 32,300.00
WSHOP27-080	Technical Workshop - Build an Agentic AI Prototype	A two part bundled workshop series focused on designing and developing an agentic AI prototype	\$ 50,000.00	5.00%	\$ 47,500.00
27-030	Concierge Services	Unlimited Access to the full suite of Concierge Services featuring 20+ high-impact IT advisory experiences that support IT leaders in key IT document reviews, IT assessments, designing effective stakeholder presentations, and more.	\$ 30,000.00	5.00%	\$ 28,500.00

27-044	SE Concierge Services	<p>Unlimited Access to 5 high-impact IT advisory experiences under our Concierge Services offering with access to:</p> <ul style="list-style-type: none"> •Custom Vendor Landscape •Security Policy Assessment •App. Portfolio Snapshot •IT DRP Maturity Assessment •Exploit your ITSM ticket data 	\$ 16,700.00	5.00%	15,865.00
27-035	Industry /MLE	<p>Unrestricted Access to Industry-Specific Research Content for all seat holders Unlimited Access to Industry Experts and Advisory Services Tailored to Your Industry Designed to support members in their industry-specific top priorities and ongoing digital transformation efforts, industry coverage includes:</p> <ul style="list-style-type: none"> •Casinos, Gambling & Lottery •Construction •Higher Education •K-12 Education •Financial Services •Government – Canadian •Government – Federal & Defense •Government – Local & Municipalities •Government - State •Health Insurance •Hotels, Resorts & Hospitality •Insurance – Life, P&C Insurance •Manufacturing – Durable Goods •Manufacturing – Non-Durable Goods •Oil & Gas Operations •Professional & Technology Services •Professional Associations & Not-for-Profits •Retail •Sports Entertainment •Transportation & Logistics •Utilities 	\$ 30,000.00	5.00%	28,500.00
27-036	Industry /SE	<p>Unrestricted Access to Industry-Specific Research Content for all seat holders Unlimited Access to Industry Experts and Advisory Services Tailored to Your Industry Designed to support members in their industry-specific top priorities and ongoing digital transformation efforts, industry coverage includes:</p> <ul style="list-style-type: none"> •Casinos, Gambling & Lottery •Construction •Higher Education •K-12 Education •Financial Services •Government – Canadian •Government – Federal & Defense •Government – Local & Municipalities •Government - State •Health Insurance •Hotels, Resorts & Hospitality •Insurance – Life, P&C Insurance •Manufacturing – Durable Goods •Manufacturing – Non-Durable Goods •Oil & Gas Operations •Professional & Technology Services •Professional Associations & Not-for-Profits •Retail •Sports Entertainment •Transportation & Logistics •Utilities <p>(SE Only)</p>	\$ 9,500.00	5.00%	9,025.00

WSHOP27-011	Online IT Spend & Staffing Benchmarking Membership	<p>Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT through a comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation.</p> <p>Service covers:</p> <ul style="list-style-type: none"> Public institutions with budgets under \$1 billion or commercial organizations with revenues under \$1 billion in revenue Spending information from a single general ledger extract Benchmarking of IT spend and staffing against your industry peers Detailed review of your results and recommendations on optimization 	\$ 30,000.00	5.00%	\$ 28,500.00
WSHOP27-013	Online IT Spend & Staffing Benchmarking (Standalone)	<p>Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT through a comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation.</p> <p>Service covers:</p> <ul style="list-style-type: none"> Public institutions with budgets under \$1 billion or commercial organizations with revenues under \$1 billion in revenue Spending information from a single general ledger extract Benchmarking of IT spend and staffing against your industry peers Detailed review of your results and recommendations on optimization 	\$ 34,000.00	5.00%	\$ 32,300.00
WSHOP27-012	Enterprise Online IT Spend & Staffing Benchmarking Membership	<ul style="list-style-type: none"> Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT Info-Tech will cover spending information from a single general ledger extract Service covers commercial organizations with revenues over \$1 billion in revenue or public institutions with budgets over \$1 billion Benchmarking of IT spend and staffing against your industry peers Detailed review of your results and recommendations on optimization Comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation 	\$ 50,000.00	5.00%	\$ 47,500.00
WSHOP27-014	Enterprise Online IT Spend & Staffing Benchmarking (Standalone)	<ul style="list-style-type: none"> Info-Tech experts accurately map your IT spend and staffing, providing full transparency into business consumption of IT Info-Tech will cover spending information from a single general ledger extract Service covers commercial organizations with revenues over \$1 billion in revenue or public institutions with budgets over \$1 billion Benchmarking of IT spend and staffing against your industry peers Detailed review of your results and recommendations on optimization Comprehensive report detailing your IT spend and staffing along four perspectives: Expense, Service, Business, and Innovation 	\$ 55,000.00	5.00%	\$ 52,250.00
WSHOP27-021	Project Success Assurance Membership	<p>Project oversight to support success of a critical project. Work with an Info-Tech Advisor who will:</p> <ul style="list-style-type: none"> Review your critical project's health using Info-Tech's Sixteen-Point Project Inspection Framework across the lifecycle of the project. Review and improve key project documentation. Deliver a Critical Project Review Report that provides assurance and guidance for project success. <p>Delivery: Online Purchase: Annual Subscription</p>	\$ 30,000.00	5.00%	\$ 28,500.00
WSHOP27-022	Project Success Assurance (Standalone)	<p>Project oversight to support success of a critical project. Work with an Info-Tech Advisor who will:</p> <ul style="list-style-type: none"> Review your critical project's health using Info-Tech's Sixteen-Point Project Inspection Framework across the lifecycle of the project. Review and improve key project documentation. Deliver a Critical Project Review Report that provides assurance and guidance for project success. <p>Delivery: Online Purchase: One-Time</p>	\$ 34,000.00	5.00%	\$ 32,300.00
27-042	AI and Innovation Board Presentation	An engaging keynote presentation provided by an AI expert to drive consensus across IT and business stakeholders on the opportunities and risks of an AI transformation. Includes a rapid assessment of the organization's readiness to embark on an AI transformation.	\$ 27,000.00	5.00%	\$ 25,650.00
27-043	Annual IT Department Assessment	Annual IT Department Assessment is a structured approach to improving the performance of your IT organization across 12 domains. Available within Core Memberships as a substitutional option for Leadership Summit and Leadership Summit Membership. Requires a Counselor Membership if purchased as an Add-on.	\$ 11,000.00	5.00%	\$ 10,450.00

27-031-1	Single Contract Review Add-On	<p>Improve your vendor contracts with an in-depth contract review where our analysts will review your contract terms and conditions to hone-in on the optimal contract language and provide a comprehensive written summary of feedback so you can:</p> <ul style="list-style-type: none"> Understand how and where your contracts allocate risk between you and your vendors Improve vendor performance by identifying and avoiding provisions that make it hard for you to hold the vendor accountable Learn negotiation strategies to obtain more favorable terms and conditions <p>For one contract only.</p>	\$ 7,000.00	5.00%	\$ 6,650.00
27-064	Unlimited Price Benchmarking	<p>Use independent and objective price benchmarking intelligence to secure a market competitive price on IT vendor contracts. Unlimited email access to our team of subject matter experts for pricing guidance that will help you reduce pricing complexity using peer benchmarking data.</p>	\$ 9,500.00	5.00%	\$ 9,025.00
27-061	Vendor Contract Cost Optimization Membership	<p>Achieve an objective assessment of vendor pricing and leverage exclusive negotiation intelligence to secure a market competitive price on one IT vendor contract. Includes full contract review service, price benchmarking intelligence, and ongoing negotiation assistance for one contract. Work with an expert who will provide you with advice and tools to help you:</p> <ul style="list-style-type: none"> Realize Significant Savings on High-Value Contracts Reduce operating expenses Improve your price negotiation skills <p>Purchase: Annual Subscription</p>	\$ 17,000.00	5.00%	\$ 16,150.00
27-062	Vendor Contract Cost Optimization (Standalone)	<p>Achieve an objective assessment of vendor pricing and leverage exclusive negotiation intelligence to secure a market competitive price on one IT vendor contract. Includes full contract review service, price benchmarking intelligence, and ongoing negotiation assistance for one contract. Work with an expert who will provide you with advice and tools to help you:</p> <ul style="list-style-type: none"> Realize Significant Savings on High-Value Contracts Reduce operating expenses Improve your price negotiation skills <p>Purchase: One-Time</p>	\$ 19,000.00	5.00%	\$ 18,050.00
LIVE27-01	Info-Tech LIVE Ticket	One ticket to attend Info-Tech LIVE to stay current on the latest Tech Trends, Leadership Strategies, and Best Practice Methodologies	\$ 5,875.00	5.00%	\$ 5,581.25
LIVE27-02	Info-Tech LIVE Ticket /SE	One ticket to attend Info-Tech LIVE (SE Pricing) to stay current on the latest Tech Trends, Leadership Strategies, and Best Practice Methodologies	\$ 2,900.00	5.00%	\$ 2,755.00
IGNT27-001	Info-Tech IGNITE	One ticket to attend a tailored 1-day Info-Tech IGNITE event that brings together local IT leaders in a city near you to stay current on the latest Tech Trends, Leadership Strategies, and Best Practice Methodologies	\$ 1,300.00	5.00%	\$ 1,235.00
27-040	Leadership Summit Pass	One ticket to attend a three-day immersive experience to develop a comprehensive enterprise IT Key Initiative Plan. Attendees will learn the secrets to becoming a great CIO and start their 12-step journey toward systematically improving IT performance.	\$ 5,875.00	5.00%	\$ 5,581.25
27-041	Leadership Summit Pass Membership	One ticket to attend a three-day immersive experience to build, review and expand your yearly IT Key Initiative Plan. Attendees will build on CIO best practices and progress on their 12-step journey towards systematically improving IT performance.	\$ 5,875.00	5.00%	\$ 5,581.25
27-051	Cybersecurity Workforce Development - Cybersecurity Analyst	A 3-month expert-facilitated development program to develop critical cybersecurity skills missing within IT organizations through a combination of live virtual lectures, practical exercises, and cyber range labs.	\$ 5,250.00	5.00%	\$ 4,987.50
27-050	Cybersecurity Workforce Development - Leaders	A 3-month expert-facilitated development program to develop critical cybersecurity skills missing within IT organizations	\$ 15,750.00	5.00%	\$ 14,962.50
27-054	AI Workforce Development - AI Practitioner	A 3-month comprehensive curriculum delivered in a blended learning approach with live facilitator learning sessions on fundamental AI topics (quarterly start dates)	\$ 5,250.00	5.00%	\$ 4,987.50
27-053	AI Workforce Development - IT Leader	Includes all features of the AI Practitioner offering plus: One-on-One coaching with an expert AI advisor over the course of the program	\$ 15,750.00	5.00%	\$ 14,962.50
27I-002	Management Fundamentals - Individual Participant	Access for one participant to Info-Tech's 12-week Peer-Blended Management Fundamentals Online Training Course	\$ 3,500.00	5.00%	\$ 3,325.00
27I-003	Women Leading IT - Individual Participant	Access for one participant to Info-Tech's 12-week Peer-Blended Women Leading IT Online Training Course	\$ 3,500.00	5.00%	\$ 3,325.00
27I-101	Annual Training & Development - Small Team	Annual Training & Development provides access to a variety of offerings from the Info-Tech catalog of online training and development programs. Register a set number of individuals for one of Info-Tech's current training & development programs (including topics such as Cybersecurity Workforce Development, AI Workforce Development, Management Fundamentals, and more). Allowable registrants vary by program. Delivery: Online; Purchase: Annual subscription	\$ 17,000.00	5.00%	\$ 16,150.00
27I-102	Annual Training & Development - Standard Team	Annual Training & Development provides access to a variety of offerings from the Info-Tech catalog of online training and development programs. Register a set number of individuals for one of Info-Tech's current training & development programs (including topics such as Cybersecurity Workforce Development, AI Workforce Development, Management Fundamentals, and more). Allowable registrants vary by program. Delivery: Online; Purchase: Annual subscription	\$ 30,000.00	5.00%	\$ 28,500.00

271-103	Annual Training & Development - Enterprise Team	Annual Training & Development provides access to a variety of offerings from the Info-Tech catalog of online training and development programs. Register a set number of individuals for one of any of Info-Tech's current training & development programs (including topics such as cybersecurity, Workforce Development, AI, Workforce Development, Management Fundamentals, and more). Allowable registrants vary by program. Delivery: Online; Purchase: Annual subscription	\$ 50,000.00	5.00%	\$ 47,500.00
27-046	Technical Counselor 2-Day Add-On Membership	Add 2 additional onsite or virtual working sessions to your Technical Counselor Membership	\$ 17,000.00	5.00%	\$ 16,150.00
27-045	Technical Counselor 2-Day Add-On (Standalone)	Add 2 additional onsite or virtual working sessions to your Technical Counselor Membership	\$ 19,000.00	5.00%	\$ 18,050.00
WSHOP27-010	Upgrade: Online to Onsite Workshop Membership	Upgrade an online workshop membership to an onsite workshop membership. Excludes Travel.	\$ 4,000.00	5.00%	\$ 3,800.00
WSHOP27-009	Upgrade: Online to Onsite Workshop (Standalone)	Upgrade a standalone online workshop to a standalone onsite workshop. Excludes Travel.	\$ 4,000.00	5.00%	\$ 3,800.00
WSHOP27-023	Upgrade: Standard to Enterprise Workshop Membership	Upgrade a standard online or onsite workshop to an Enterprise-level workshop.	\$ 20,000.00	5.00%	\$ 19,000.00
WSHOP27-024	Upgrade: Standard to Enterprise Workshop (Standalone)	Upgrade a standard online or onsite workshop to an Enterprise-level workshop.	\$ 21,000.00	5.00%	\$ 19,950.00
27-047	Upgrade: Standard to Enterprise Team Membership	Upgrade a Standard Team Annual Training & Development credit to an Enterprise Team credit.	\$ 20,000.00	5.00%	\$ 19,000.00
E27-002	Campus Resource Membership (1 to 4,999 Student FTE)	Web access to Info-Tech research for all students and faculty of a college or university with 1 to 4,999 Student Full-Time Equivalent	\$ 22,000.00	5.00%	\$ 20,900.00
E27-003	Campus Resource Membership (5,000 to 14,999 Student FTE)	Web access to Info-Tech research for all students and faculty of a college or university with 5,000 to 14,999 Student Full-Time Equivalent	\$ 44,000.00	5.00%	\$ 41,800.00
E27-004	Campus Resource Membership (15,000 to 29,999 Student FTE)	Web access to Info-Tech research for all students and faculty of a college or university with 15,000 to 29,999 Student Full-Time Equivalent	\$ 66,000.00	5.00%	\$ 62,700.00
E27-005	Campus Resource Membership (30,000 plus Student FTE)	Web access to Info-Tech research for all students and faculty of a college or university with 30,000+ Student Full-Time Equivalent	\$ 88,000.00	5.00%	\$ 83,600.00
E27-001	Campus Resource Membership (Community College)	Web access to Info-Tech research for all students and faculty of a community college	\$ 22,000.00	5.00%	\$ 20,900.00
E27-006	Program Resource Membership (1 to 999 Student FTE)	Web access to Info-Tech research for a subset of students and faculty with 1 to 999 student Full-Time Equivalent at a higher education institution	\$ 25,000.00	5.00%	\$ 23,750.00
E27-007	Program Resource Membership (1,000 to 1,999 Student FTE)	Web access to Info-Tech research for a subset of students and faculty with 1,000 to 1,999 student Full-Time Equivalent at a higher education institution	\$ 45,000.00	5.00%	\$ 42,750.00
E27-008	Program Resource Membership (2,000 to 3,499 Student FTE)	Web access to Info-Tech research for a subset of students and faculty with 2,000 to 3,499 student Full-Time Equivalent at a higher education institution	\$ 70,000.00	5.00%	\$ 66,500.00
E27-009	Program Resource Membership (3,500 to 5,000 Student FTE)	Web access to Info-Tech research for a subset of students and faculty with 3,500 to 5,000 student Full-Time Equivalent at a higher education institution	\$ 80,000.00	5.00%	\$ 76,000.00
21-102	Reference Membership	Service Delivery: • A designated Account Manager Research: • Unlimited access to research including core IT research library, tools & templates, and AI Marketplace Digital Experiences: • Access to Info-Tech Academy	\$ -	5.00%	\$ -
M27-003	McLean Team Seat	Full Web Research access and McLean Academy access	\$ 3,095.00	5.00%	\$ 2,940.25
M27-005	McLean Advisory Membership	Unlimited Advisory level access	\$ 20,950.00	5.00%	\$ 19,902.50
M27-006	McLean Leadership Membership	A dedicated Executive Advisor acts as your thought partner, bringing HR expertise and strategic guidance to help you identify, prioritize and accelerate the planning and execution of your strategy and most critical initiatives. Includes: 1 Signature or Elevate HR Ticket	\$ 31,185.00	5.00%	\$ 29,625.75
M27-007	McLean Counselor Membership	A dedicated Executive Counselor partners with you to develop, enhance, and execute business aligned HR strategies. Includes: 2 full-day virtual strategy sessions annually and 2 Signature or Elevate HR Tickets	\$ 51,950.00	5.00%	\$ 49,352.50
M27-008	McLean Executive Counselor Membership	A dedicated Executive Counselor partners with you to develop, enhance, and execute business aligned HR strategies. Includes: 2 full-day virtual or onsite strategy sessions annually, HR Executive Peer Forum and 2 Signature or Elevate HR Tickets	\$ 62,950.00	5.00%	\$ 59,802.50
M27-014	McLean Diagnostic Access	McLean Diagnostic Access - all standard Diagnostics	\$ -	5.00%	\$ -
M27-015	McLean Diagnostic Access	McLean Diagnostic Access - New Hire & Exit Surveys (limited access), 360 Degree Feedback (up to 100), HR Management & Governance Diagnostic (HRMG), HR Organizational Alignment Diagnostic (HROA), Learning Effectiveness Self-Sense Diagnostic	\$ -	5.00%	\$ -
M27-102	McLean Reference Seat	Full Web Research access and McLean Academy access	\$ -	5.00%	\$ -
M27-900	McLean Facilitated Virtual Training Program - Elevate HR - 1 Cohort up to 30	McLean Elevate HR - Virtual Facilitation - Private Cohort up to 30 participants	\$ 51,600.00	5.00%	\$ 49,020.00
M27-001	Facilitated Virtual Training Program - Management Fundamentals Leadership Support	McLean Management Fundamentals Virtual Leadership Session	\$ 8,600.00	5.00%	\$ 8,170.00
M27-002	McLean Remote Leadership Development Coaching (Up to 10 Leaders) - 3/Yr.	McLean Remote Leadership Development Coaching: 3 sessions for up to 10 Leaders	\$ 18,030.00	5.00%	\$ 17,128.50
M27-003	Management Fundamentals Facilitated Virtual Training Course	One cohort of McLean's Management Fundamentals Training Course - Virtual Facilitation	\$ 34,400.00	5.00%	\$ 32,680.00
M27-004	Facilitated Virtual Training Program - Management Fundamentals (Non-Member)	One cohort of McLean's Management Fundamentals Training Course (Non-Member) - Virtual Facilitation	\$ 45,000.00	5.00%	\$ 42,750.00
M27-006	Facilitated Virtual Training Program - Management Fundamentals (Public, Non-Mem	McLean Management Fundamentals Public Course (Non-Member) - Virtual Facilitation - 1 Participant	\$ 3,400.00	5.00%	\$ 3,230.00
M27-007	McLean Facilitated Virtual Training	McLean Facilitated Virtual Training - One Session	\$ 8,600.00	5.00%	\$ 8,170.00
M27-012	McLean Remote Leadership Development Coaching (21 to 30 Leaders) - 3/Yr.	McLean Remote Leadership Development Coaching: 3 sessions for up to 30 Leaders	\$ 43,000.00	5.00%	\$ 40,850.00
M27-013	McLean Facilitated Virtual Training Program - High Performing Teams (up to 15)	High Performing Teams Training Session (divided into 2 sessions, up to 15 participants; SDI included) - Virtual Facilitation	\$ 17,200.00	5.00%	\$ 16,340.00
M27-014	McLean Remote Leadership Development Coaching (11 to 20 Leaders) - 3/Yr.	McLean Remote Leadership Development Coaching: 3 sessions for up to 20 Leaders	\$ 34,400.00	5.00%	\$ 32,680.00
M27-015	McLean Facilitated Virtual Training Program - High Performing Teams (up to 30)	High Performing Teams Training Session (divided into 2 sessions, 16 to 30 participants; SDI included) - Virtual Facilitation	\$ 25,800.00	5.00%	\$ 24,510.00

M271-017	McLean Strategic HR Essentials Training Program (Up to 15)	Strategic HR Essentials is designed for HR professionals. There is a max of 15 participants and the session is divided into two, 3 hour sessions.	\$	17,200.00	5.00%	\$	16,340.00
M271-020	McLean Management Fundamentals Onsite Training Course - Up to 30 participants	One cohort of McLean's Management Fundamentals Onsite Training Course. Includes travel expenses for one facilitator.	\$	43,000.00	5.00%	\$	40,850.00
M271-022	Facilitated Virtual Training Program - Essentials for Leaders of Leaders (Non-Member)	McLean Essentials for Leaders of Leaders - Virtual Facilitation - Private Cohort of up to 15 participants (Non-Member)	\$	45,000.00	5.00%	\$	42,750.00
M271-023	Facilitated Virtual Training Program - Essentials for Leaders of Leaders	McLean Essentials for Leaders of Leaders - Virtual Facilitation - Private Cohort of up to 15 participants	\$	34,400.00	5.00%	\$	32,680.00
M271-901	McLean Facilitated Program Credit	Facilitated program credits may be used for a variety of offerings from the McLean catalog. Credits needed for programs range depending on size and scope.	\$	8,600.00	5.00%	\$	8,170.00
M271-902	McLean Facilitated Program Credit (Standalone)	Facilitated program credits may be used for a variety of offerings from the McLean catalog. Credits needed for programs range depending on size and scope.	\$	9,000.00	5.00%	\$	8,550.00
WSHOPM27-006	McLean & Company Facilitated Virtual Workshop (Standalone)	McLean & Company Workshop (Standalone) - Virtual Facilitation	\$	30,000.00	5.00%	\$	28,500.00
WSHOPM27-010	McLean Virtual Facilitation to Onsite Workshop Add-on	McLean Virtual Facilitation to Onsite Workshop Add-on. Includes travel expenses for one facilitator.	\$	8,600.00	5.00%	\$	8,170.00
M271-901	McLean Facilitated Virtual Training Program - Elevate HR - 1 Cohort up to 15	McLean Elevate HR - Virtual Facilitation - Private Cohort up to 15 participants	\$	34,400.00	5.00%	\$	32,680.00

Volume/Discount Promotions

Company	Promotion Name	Discount/Promotion Description	Commercial Price	Percentage Discount Offered on Subscription/Licenses	Discount Price Offered
ITRG	Intro Core Membership - 2-Seat	<p>Minimum Package includes 1 Counselor Membership (or above) and 1 Advisory Membership (or above)</p> <p>Option to Upgrade Counselor Membership in base package at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your Intro Core Membership 2-Seat: - One Leadership Summit Pass (Year 1 only) - IT Vendor Price Benchmarking for 1 contract - IT Vendor Negotiation Assistance for 1 contract - Preferential pricing on Industry Research & Advisory Add-On available at 35% discount</p> <p>Up to 2 Reference Seats available as add-on</p> <p>Availability Restrictions apply: Available to client accounts with only Advisory Memberships on account, single seat accounts, or net new clients.</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 5,000 – 14,999 FTE Students with purchase of this package at no additional charge.</p>	\$ 74,750.00	5.00%	\$ 71,012.50
ITRG	Intro Core Membership - 3-Seat	<p>Minimum Package includes 1 Counselor Membership (or above) and 2 Advisory Memberships (or above)</p> <p>Option to Upgrade Counselor Membership in base package at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your Intro Core Membership 3-Seat: - Annual Leadership Summit Pass - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 2 contracts - Preferential pricing on Industry Research & Advisory Add-On available at 50% discount</p> <p>Up to 3 Reference Seats available as add-on</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 15,000 – 29,999 FTE Students with purchase of this package at no additional charge.</p>	\$ 105,925.00	5.00%	\$ 100,628.75

<p>ITRG</p> <p>Intro Core Membership - 4-Seat</p>	<p>Minimum Package includes 1 Counselor Membership (or above) and 3 Advisory Memberships (or above)</p> <p>Upgrade Counselor Membership in base package at 15% discount off list price</p> <p>Upgrade or add additional products at 5% discount</p> <p>Included in your Intro Core Membership 4-Seat:</p> <ul style="list-style-type: none"> - Annual Leadership Summit Pass - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 3 contracts <p>- Select up to 1 complimentary add-on, one of either: Industry Access or Annual Training & Development - Small Team Credit</p> <p>- 50% off first Onsite Workshop Membership</p> <p>Up to 4 Reference Seats available as add-on</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>		<p>\$ 132,325.00</p> <p>5.00%</p> <p>\$ 125,708.75</p>
<p>ITRG</p> <p>Intro Core Membership - 5-Seat</p>	<p>Minimum Package includes 1 Counselor Membership (or above) and 4 Advisory Memberships (or above)</p> <p>Option to Upgrade Counselor Membership in base package at 15% discount off list price</p> <p>Upgrade or add additional products at 5% discount</p> <p>Included in your Intro Core Membership 5-Seat:</p> <ul style="list-style-type: none"> - Annual Leadership Summit Pass - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 4 contracts <p>- Select up to 2 complimentary add-on's, up to one each of the following: Industry Access, Annual Training & Development - Small Team Credit, or Onsite Workshop Membership</p> <p>Up to 5 Reference Seats available as add-on</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>		<p>\$ 158,725.00</p> <p>5.00%</p> <p>\$ 150,788.75</p>
<p>ITRG</p> <p>Core Membership - 2-Seats</p>	<p>Minimum Package includes 2 Counselor Membership (or above)</p> <p>Option to Upgrade first 2 Counselor Memberships in base package at 15% discount off list price</p> <p>Upgrade or add additional products at 5% discount</p> <p>Included in your 2-Seat Core Membership:</p> <ul style="list-style-type: none"> - One Leadership Summit Pass (Year 1 only) + One annually recurring Leadership Summit Membership (Option: Annual IT Department Assessment) - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 2 contracts <p>- Industry Access available at 50% discount</p> <p>Up to 4 Reference Seats available as add-on</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 15,000 – 29,999 FTE Students with purchase of this package at no additional charge.</p>		<p>\$ 97,500.00</p> <p>5.00%</p> <p>\$ 92,625.00</p>
<p>ITRG</p> <p>Core Membership - 4-Seats</p>	<p>Minimum Package includes 2 Counselor Memberships (or above) and 2 Advisory Memberships (or above)</p> <p>Upgrade first 2 Counselor Memberships at 15% discount off list price</p> <p>Upgrade or add additional products at 5% discount</p> <p>Included in your 4-Seat Core Membership:</p> <ul style="list-style-type: none"> - One Leadership Summit Pass (Year 1 only) + One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 4 contracts <p>- Select up to 2 complimentary Premium Add-On's, up to one of each of the following: Industry Access, IT Spend & Staffing Benchmarking, AI & Innovation Board Presentation, or Annual Training & Development Credits - Standard Team</p> <p>- First Onsite Workshop purchase available at 50% discount</p> <p>Up to 8 Reference Seats available as add-on</p> <p>Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>		<p>\$ 159,050.00</p> <p>5.00%</p> <p>\$ 151,097.50</p>

<p>ITRG</p> <p>Core Membership - 6-Seats</p>	<p>Minimum Package includes 3 Counselor Seats (or above) and 3 Advisory Seats (or above)</p> <p>Upgrade first 2 Counselor Memberships at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 6-Seat Core Membership: - One Leadership Summit Pass (Year 1 only) + One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 6 contracts - Select up to 3 complimentary Premium Add-On's, up to one of each of the following: Industry Access, IT Spend & Staffing Benchmarking, AI & Innovation Board Presentation, Annual Training & Development - Standard Team, or Onsite Workshop</p> <p>Up to 12 Reference Seats available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>	<p>\$ 238,575.00</p>	<p>5.00%</p>	<p>\$ 226,646.25</p>
<p>ITRG</p> <p>Core Membership - 8-Seats</p>	<p>Minimum Package includes 4 Counselor Memberships (or above) and 4 Advisory Memberships (or above)</p> <p>Upgrade first 2 Counselor Memberships at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 8-Seat Core Membership: - One Leadership Summit Pass (Year 1 only) + One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 8 contracts - Select up to 4 complimentary Premium Add-On's, up to one of each of the following: Industry Access, IT Spend & Staffing Benchmarking, AI & Innovation Board Presentation, Annual Training & Development - Standard Team, or Onsite Workshop</p> <p>Up to 16 Reference Seats available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>	<p>\$ 318,100.00</p>	<p>5.00%</p>	<p>\$ 302,195.00</p>
<p>ITRG</p> <p>Core Membership - 10-Seats</p>	<p>Minimum Package includes 5 Counselor Memberships (or above) and 5 Advisory Memberships (or above)</p> <p>Upgrade first 2 Counselor Memberships at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 10-Seat Core Membership: - One Leadership Summit Pass (Year 1 only) + One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 10 contracts - Complimentary Premium Add-On's included (limit 1 per item): Industry Access, IT Spend & Staffing Benchmarking, AI & Innovation Board Presentation, Annual Training & Development - Standard Team, and 1 Onsite Workshop.</p> <p>Up to 20 Reference Seats available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 30,000+ FTE Students with purchase of this package at no additional charge.</p>	<p>\$ 397,625.00</p>	<p>5.00%</p>	<p>\$ 377,743.75</p>
<p>ITRG</p> <p>SE Core Membership - Basic</p>	<p>Minimum Package includes 1 SE Advisory Membership and 1 Team Membership (or above)</p> <p>Add or upgrade additional products at 5% discount Higher Education Institutions have the option to include a Campus Resource Membership for 1-4,999 FTE Students or a Community College with purchase of this package.</p>	<p>\$ 23,670.00</p>	<p>5.00%</p>	<p>\$ 22,486.50</p>
<p>ITRG</p> <p>SE Core Membership - Intro</p>	<p>A 2-Seat package of SE Advisory Memberships, including 1 Reference membership Higher Education Institutions have the option to include a Campus Resource Membership for 1-4,999 FTE Students or a Community College with purchase of this package.</p>	<p>\$ 36,960.00</p>	<p>5.00%</p>	<p>\$ 35,112.00</p>

ITRG	SE Core Membership - 1-Seat	<p>Minimum Package includes 1 Counselor Membership (or above), 1 Team Membership, and Industry Research & Advisory Access</p> <p>Option to Upgrade Counselor Membership in base package at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 1-Seat SE Core Membership: - One Leadership Summit Pass - IT Vendor Price Benchmarking for 2 contracts - IT Vendor Negotiation Assistance for 2 contracts</p> <p>Up to 1 Reference Seat available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 1-4,999 FTE Students with purchase of this package at no additional charge.</p>	\$ 53,700.00	5.00%	\$ 51,015.00
ITRG	SE Core Membership - 2-Seat	<p>Minimum Package includes 1 Counselor Membership (or above), 1 SE Advisory Membership (or above), and Industry Research & Advisory Access</p> <p>Upgrade Counselor Membership in base package at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 2-Seat SE Core Membership: - One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Two IT Leadership Training Credits that can be used toward either Management Fundamentals or Women Leading IT 12-week peer blended programs - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 3 contracts</p> <p>Up to 4 Reference Seats available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 5,000 – 14,999 FTE Students with purchase of this package at no additional charge.</p>	\$ 71,650.00	5.00%	\$ 68,067.50
ITRG	SE Core Membership - 3-Seat	<p>Minimum Package includes 1 Counselor Membership (or above), 2 SE Advisory Memberships (or above), and Industry Research & Advisory Access</p> <p>Upgrade first Counselor Memberships in base package at 15% discount off list price Upgrade or add additional products at 5% discount</p> <p>Included in your 2-Seat SE Core Membership: - One annual Leadership Summit Membership (Option: Annual IT Department Assessment) - Three IT Leadership Training Credits that can be used toward either Management Fundamentals or Women Leading IT 12-week peer blended programs - Complimentary Premium Add-On: AI & Innovation Board Presentation - Unlimited IT Vendor Price Benchmarking - IT Vendor Negotiation Assistance for 4 contracts</p> <p>Up to 6 Reference Seats available as add-on Higher Education Institutions have the option to include a Campus Resource Membership for 5,000 – 14,999 FTE Students with purchase of this package at no additional charge.</p>	\$ 89,500.00	5.00%	\$ 85,025.00
ITRG	McLean Advisory Bundle SE	<p>Minimum Bundle includes: 1 Advisory Seat, 2 Teams Seats Additional products at 5% discount</p>	\$ 25,783.00	5.00%	\$ 24,493.85
ITRG	McLean Leadership Bundle SE	<p>Bundle includes: 1 Leadership Seat, 2 Teams Seats Additional products at 5% discount</p>	\$ 33,637.50	5.00%	\$ 31,955.63
ITRG	McLean Counselor Bundle SE	<p>Bundle includes: 1 Counselor Seat, 2 Team Seats Additional products at 5% discount</p>	\$ 52,326.00	5.00%	\$ 49,709.70
ITRG	McLean Executive Counselor Bundle SE	<p>Bundle includes: 1 Executive Counselor Seat, 2 Teams Seats Additional products at 5% discount</p>	\$ 62,226.00	5.00%	\$ 59,114.70
ITRG	McLean Advisory Bundle	<p>Bundle includes: 2 Advisory Seats, 4 Teams Seats Additional products at 5% discount</p>	\$ 51,566.00	5.00%	\$ 48,987.70
ITRG	McLean Leadership Bundle	<p>Bundle includes: 1 Leadership Seat, 1 Advisory Seat, 4 Teams Seats Additional products at 5% discount</p>	\$ 58,063.50	5.00%	\$ 55,160.33
ITRG	McLean Counselor Bundle	<p>Bundle includes: 1 Counselor Seat, 1 Advisory Seat, 4 Team Seats Additional products at 5% discount</p>	\$ 76,752.00	5.00%	\$ 72,914.40
ITRG	McLean Executive Counselor Bundle	<p>Bundle includes: 1 Executive Counselor Seat, 1 Advisory Seat, 4 Teams Seats Additional products at 5% discount</p>	\$ 86,652.00	5.00%	\$ 82,319.40

ITRG	McLean Core Leadership Bundle	Bundle includes: 2 Leadership Seats, 4 Team Seats Additional products at 5% discount	\$	67,275.00	5.00%	\$	63,911.25
ITRG	McLean Core Counselor Bundle	Bundle includes: 1 Counselor Seat, 1 Leadership Seat, 4 Team Seats Additional products at 5% discount	\$	85,963.50	5.00%	\$	81,665.33
ITRG	McLean Core Executive Counselor Bundle	Bundle includes: 1 Executive Counselor Seat, 1 Leadership Seat, 4 Team Seats Additional products at 5% discount	\$	95,863.50	5.00%	\$	91,070.33
ITRG	McLean Core Executive Counselor Plus Bundle	Bundle includes: 1 Executive Counselor, 1 Counselor, 4 Team Seats Additional products at 5% discount	\$	114,552.00	5.00%	\$	108,824.40

Consulting Hourly Rates

Company	Product Name	Description	Fully Burdened Hourly Rate
ITRG	Advisory Services	Program Director (Key Personnel)	\$ 440.00
ITRG	Advisory Services	Program Manager	\$ 390.00
ITRG	Advisory Services	Subject Matter Expert III	\$ 390.00
ITRG	Advisory Services	Subject Matter Expert II	\$ 355.00
ITRG	Advisory Services	Subject Matter Expert I	\$ 265.00
ITRG	Advisory Services	Acquisition Support Specialist III (Key Personnel)	\$ 355.00
ITRG	Advisory Services	Acquisition Support Specialist II	\$ 265.00
ITRG	Advisory Services	Acquisition Support Specialist I	\$ 195.00
ITRG	Advisory Services	Analyst III	\$ 355.00
ITRG	Advisory Services	Analyst II	\$ 195.00
ITRG	Advisory Services	Analyst I	\$ 130.00
ITRG	Advisory Services	Project Manager II	\$ 265.00
ITRG	Advisory Services	Project Manager I	\$ 195.00
ITRG	Advisory Services	Instructor/Trainer II	\$ 195.00
ITRG	Advisory Services	Instructor/Trainer I	\$ 130.00
ITRG	Advisory Services	Administrative	\$ 50.00
ITRG	Advisory Services	Project Manager	\$ 265.00
ITRG	Advisory Services	System Architect (Software/Data/Database)	\$ 195.00
ITRG	Advisory Services	Cloud Subject Matter Expert	\$ 265.00
ITRG	Advisory Services	IT Subject Matter Expert	\$ 265.00
ITRG	Advisory Services	Technology Consultant I	\$ 195.00
ITRG	Advisory Services	Technology Consultant II	\$ 355.00
ITRG	Advisory Services	Cyber Security Specialist	\$ 265.00
ITRG	Advisory Services	Change Management I	\$ 355.00
ITRG	Advisory Services	Change Management II	\$ 265.00



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Vendors

Contract Extensions

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/ DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services

DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services

This solicitation is no longer accepting participants as the Bid Opening Date has been reached.

Return to Search

Intends To Participate

Solicitation Number

Doc1428590914

Department

STATE OF NC - DIVISION OF PURCHASE & CONTRACT

Status Reason

Awarded

Opening Date *

Posted Date

Primary Commodity Code *

Management advisory services

Special Instructions

Solicitation Type *

—

Owner *

Sandy Anderson

Description *

RFP for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting Services (IT RAC).

Vendors must log in or register at <https://evp.nc.gov/signin>
Once logged into eVP, vendors must click the "Intends to Participate" button at the top of the page. Clicking the participation button will prompt vendors to log into their Ariba accounts. If not already registered in Ariba, vendors must complete the registration process. Once logged into Ariba, vendors can access the Sourcing Event, where they can view all solicitation documents and attachments. For additional guidance please refer to the job aid <https://eprocurement.nc.gov/training/vendor-training/responding-ariba-sourcing-event>

Attachments

If you require any file to be delivered in an alternative format in compliance with the Americans with Disabilities Act, please do not hesitate to contact us.

[about a year ago](#)

00 - RFP Overview.pdf (430.00 KB)

[about a year ago](#)

01 - Attachment A - RFP Terms and Conditions.pdf (321.82 KB)

[about a year ago](#)

02 - Attachment B - Scope of Work.pdf (605.32 KB)

[about a year ago](#)

Attachments C, D, E, F and R.pdf (782.92 KB)

[about a year ago](#)

Exhibits 1 - 11 - State Terms and Conditions.pdf (43.51 MB)

[about a year ago](#)

DPC-1428523190-SA - PASS - STC Bid Addendum 01 - PreProposal Conference Slide Deck.pdf (1.98 MB)

[about a year ago](#)

00 - RFP Overview (Addendum 2).pdf (410.87 KB)

[about a year ago](#)

02 - Attachment B - Scope of Work (Addendum 02).pdf (621.23 KB)

[about a year ago](#)

DPC-1428523190-SA - PASS - STC Bid Addendum 02 Vendor Questions.pdf (1010.01 KB)

Additional Commodity Codes

Category (Commodity

Code	Name <input type="checkbox"/>	Commodity Family	Family)
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There are no records to display.

Addenda

Created On <input type="checkbox"/>	Name	Addendum / Change Description
3/4/2025 11:23 AM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 1	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
3/4/2025 11:30 AM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 2	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
3/6/2025 6:53 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 3	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
3/7/2025 10:54 AM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 4	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
3/7/2025 10:54 AM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 5	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
3/20/2025 7:46 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 6	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
4/4/2025 4:57 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and	This solicitation has been modified in Ariba and posted as an addendum.

	Support Services Addendum - 7	Please log in to Ariba and review for any updates.
4/4/2025 4:58 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 8	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
4/4/2025 5:14 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 9	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.
4/4/2025 6:34 PM	DPC-1428523190-SA - NASPO ValuePoint Procurement Assistance and Support Services Addendum - 10	This solicitation has been modified in Ariba and posted as an addendum. Please log in to Ariba and review for any updates.

Tabulations

Vendor	HUB Status	NCSBE Status	State of NC	Non-Profit Work Center	Disabled Business Enterprise	Delivery	Total Price <input type="checkbox"/>
Bid Lab LLC	Not Certified	Not Certified	No	No	No		<input type="checkbox"/>
Civic Initiatives, LLC	Not Certified	Not Certified	No	No	No		<input type="checkbox"/>
Consultadd Inc.	Certified	Not Certified	Yes	No	No		<input type="checkbox"/>
Deloitte Consulting LLP	Not Certified	Not Certified	No	No	No		<input type="checkbox"/>
Efficio LLC	Not	Not	No	No	No		<input type="checkbox"/>

	Certified	Certified				
Forrester Research, Inc.	Not Certified	Not Certified	No	No	No	<input type="checkbox"/>
Infojini, Inc.	Not Certified	Not Certified	No	No	No	<input type="checkbox"/>
Parker Legacy Holdings	Not Certified	Not Certified	No	No	No	<input type="checkbox"/>
Periscope Holdings, Inc.	Not Certified	Not Certified	No	No	No	<input type="checkbox"/>
RICEFW Technologies Inc	Certified	Not Certified	No	No	No	<input type="checkbox"/>

Awards

Vendor	Award Amount <input type="checkbox"/>	Date Awarded <input type="checkbox"/>	<input type="checkbox"/>
ACCENTURE	\$0.00	9/25/2025	<input type="checkbox"/>
Deloitte Consulting LLP	\$0.00	9/25/2025	<input type="checkbox"/>
Forrester Research, Inc.	\$0.00	9/25/2025	<input type="checkbox"/>
Health Management Associates	\$0.00	9/25/2025	<input type="checkbox"/>
Infojini, Inc.	\$0.00	9/25/2025	<input type="checkbox"/>
Mission Critical Partners	\$0.00	9/25/2025	<input type="checkbox"/>
ASI Government, LLC	\$0.00	9/25/2025	<input type="checkbox"/>
Business Management Research Associates, Inc.	\$0.00	9/25/2025	<input type="checkbox"/>
CACI, INC. - FEDERAL	\$0.00	9/25/2025	<input type="checkbox"/>
Calyptus Consulting Group, Inc.	\$0.00	9/25/2025	<input type="checkbox"/>

< **1** 2 3 4 >

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Procurement Assistance Support Services
Between the State of North Carolina and Info-Tech Research Group, Inc.



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

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

Division of Purchase & Contract
325 N Salisbury St.
Raleigh, NC 27603

And

Info-Tech Research Group, Inc.
3960 Howard Hughes Parkway Ste. 500
Las Vegas, NV 89169-5988

Master Agreement Number:
DPC-1428523190-SA-28-PASS_ITRAC

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

Table of Contents

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

Procurement Assistance Support Services
 Between the State of North Carolina and Info-Tech Research Group, Inc.

EXECUTION PAGE

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

EXECUTION

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

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

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

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

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

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

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

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

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

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

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

Procurement Assistance Support Services
Between the State of North Carolina and Info-Tech Research Group, Inc.

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

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

BID ACCEPTANCE

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

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

Attachment A – Master Agreement Terms and Conditions

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

I. Definitions

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

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

II. Term of Master Agreement

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

III. Order of Precedence

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

IV. Participants and Scope

- A.** Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- B.** Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this

authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

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

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

V. NASPO ValuePoint Provisions

A. Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

B. Administrative Fees

- 1. NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 2. State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

C. NASPO ValuePoint Summary and Detailed Usage Reports

- 1. Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 2. Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 3. Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 4. Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the

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

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

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

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

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

E. NASPO ValuePoint eMarketPlace

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

2. Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
3. Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
4. Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
5. Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
6. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
7. Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
8. Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
9. NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
10. In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
11. Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
 - a. Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

- b. Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
 - c. NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
 - i. Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.
 - ii. Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
 - iii. eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.
- 12.** Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:
- a. The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
 - b. A Lead State contract identification number for this Master Agreement;
 - c. Detailed product line item descriptions;
 - d. Pictures illustrating products, services, or solutions where practicable; and
 - e. Any additional NASPO, Lead State, or Participating Addendum requirements.
- F.** Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- G.** Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

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

VI. Pricing, Payment & Leasing

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

VII. Ordering

- A.** Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- B.** Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to

the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- C. **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- D. **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- E. **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 1. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 2. Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 3. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 4. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 5. Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- F. **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 1. The services or supplies being delivered;
 - 2. A shipping address and other delivery requirements, if any;
 - 3. A billing address;
 - 4. Purchasing Entity contact information;
 - 5. Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 6. A not-to-exceed total for the products or services being ordered; and
 - 7. The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- G. **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- H. **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal

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

VIII. Shipping and Delivery

- A. Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
 - 1.** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- B. Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- C. Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- D. Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- A. Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- B. Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- C. Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
 - 1.** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
 - 2.** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- D.** Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- E.** Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 1.** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
 - 2.** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
 - 3.** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
 - 4.** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
 - 5.** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- A.** Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- B.** Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- C.** Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- D.** Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- E.** Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- A.** Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- B.** Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to

use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

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

XII. Indemnification

- A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- B. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
1. The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - a. provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - b. specified by the Contractor to work with the Product;
 - c. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - d. reasonably expected to be used in combination with the Product.
 2. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
 3. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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

XIII. Insurance

- A. Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- B. Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- C. Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
 1. Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- D. Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- E. Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- F. Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- G. Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- H. Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

- A. Records Administration and Audit
 1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this

Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

B. Confidentiality, Non-Disclosure, and Injunctive Relief

1. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
 - a. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
 - b. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
 - c. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
2. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
 - a. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure

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

- E. Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- F. Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- G. Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

H. Defaults and Remedies

- 1.** The occurrence of any of the following events will be an event of default under this Master Agreement:
 - a.** Nonperformance of contractual requirements;
 - b.** A material breach of any term or condition of this Master Agreement;
 - c.** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - d.** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - e.** Any default specified in another section of this Master Agreement.
- 2.** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- a. Any remedy provided by law;
 - b. Termination of this Master Agreement and any related Contracts or portions thereof;
 - c. Assessment of liquidated damages as provided in this Master Agreement;
 - d. Suspension of Contractor from being able to respond to future bid solicitations;
 - e. Suspension of Contractor's performance; and
 - f. Withholding of payment until the default is remedied.
4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- I. Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- J. Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- K. No Waiver of Sovereign Immunity
1. In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 2. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- L. Governing Law and Venue
1. The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed

Procurement Assistance Support Services
Between the State of North Carolina and Info-Tech Research Group, Inc.

- by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
2. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
 3. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- M.** Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- N.** Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment B SCOPE OF WORK

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

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

The following definitions apply to the Master Agreement.

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

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

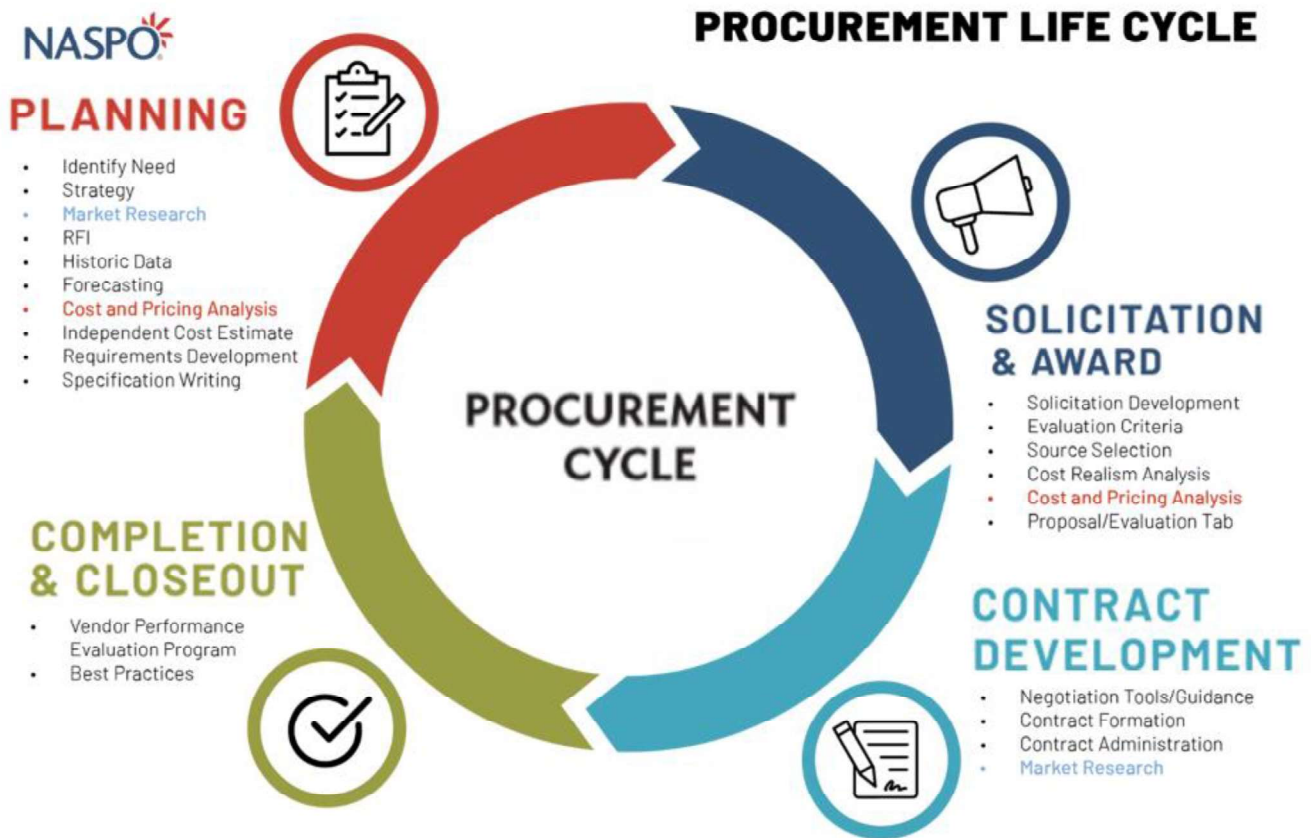
- K. **Grant** means 1. A transfer of federal government funds to state or local governments to support or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance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

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

II. Introduction

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

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



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

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

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

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

III. **Contractor Responsibility**

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

IV. **General Requirements**

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

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

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

V. **Task Orders**

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

A. Participating Entity Initial Project Needs Assessment:

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

B. Statement of Work Development:

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

C. Contract Services

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

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

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

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

The Contractor shall present the following at each review:

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

D. Services – Purchasing Entity Furnished Materials and Facilities

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

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

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

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

E. Travel

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

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

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

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

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

F. Post Award Management Plan

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

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

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

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

G. Additional Contractor Requirements

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

VI Service Expectations

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

Category: Procurement Assistance Support Services (PASS)

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

1. Subcategory One – Procurement Strategy/Strategy Plan

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

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

Acquisition Background

- Description of Requirement/Statement of Need
- Conditions
- Background and Contract History
- Contract Type: Unit costs or lump sum
- Performance Period
- Capability and capacity of Performance
- Estimated Schedule
- Estimated cost/budget

Plan of Action

- Service Description
- Potential Sources
- Market Research Results/Interested Sources
- Acquisition Approach
- Competition
- Source Selection Procedures
- Contracting Considerations or Incentives
- Other Considerations

Contract Administration

- Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor’s performance of SOW through checklist(s)

2. Research/Reports. The Contractor shall research existing Government-wide contracts for available products and services. Contractor shall evaluate different approaches to and sources for acquisition support. Contractor shall research available suppliers and compare the services and costs of obtaining support from difference providers. Information gathered shall be provided in a report form for use the development of a procurement plan.

Contractor shall provide advice and recommendation for all elements in procurement plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government-wide contracts for available products and services. Evaluate different approaches to and sources for procurement support. Research available suppliers and compare services and costs of obtaining support from the different providers.

Outputs: Written acquisition/procurement plans.

2. Subcategory Two – Independent Government Cost Estimate

An Independent Government Cost Estimate (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor. Such Contractor remains confidential and will not be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever. The IGCE is an unbiased realistic cost estimate that reflects a clear understanding of the requirements. IGCEs serve various functions as:

- A projected, anticipated, or probable cost;
- A benchmark for establishing cost/price analysis;
- An analysis of reasonable and required resources to perform the contract; and
- A justification for decisions made throughout the procurement life cycle.

Specifically, IGCEs are used to project and reserve funds for acquisitions, determine if assumptions in a cost proposal are based on the same or similar assumptions, and determine fair and reasonable pricing.

This category of services is for **consultation and/or assistance in the development** of IGCEs. Government agencies do not always have sufficient resources or expertise to conduct these cost estimates on their own and may rely on third party Contractors to generate these reports on their behalf. Contractors providing these services under the resultant cooperative agreement shall be required to sign non-disclosure agreements and may not have a vested interest in the contract for which the Contractor is generating the estimate. Contractor must be unbiased and objective in its approach and methodologies.

Services within this category are as follows:

1. Data Collection. Contractor shall collaborate with the agency to gain a thorough understanding of the contract scope of work for which the IGCE is being generated. Contractor shall establish a plan that identifies stakeholders and other resource requirements necessary to generate the

IGCE, including a schedule that specifies the start date and delivery date for the final report, and a list of all potential sources of information required to complete the cost estimate.

At a minimum, the Contractor shall request and receive the following information:

- Statement of Work (SOW) and supporting scope documents (solicitations, drawings, plans, etc.)
- Any agency-developed cost estimates or contractor cost proposal and technical approach.
- Basis of Estimate (BOE), including a description of the scope, methodologies, references and defining deliverables, assumptions and exclusions, clarifications, adjustments, and level of uncertainty.

Other documentation or information that is useful in performing an IGCE include, but are not limited to:

- Past purchases of similar products or services
- Market research and knowledge of current economic conditions
- Proposal narrative, including background
- Work Breakdown Structure (WBS) and WBS Dictionary
- Project schedule
- Risk management plan
- Rates for fees or other mark-ups
- Lists of government-furnished property, equipment or services
- Cost estimate back-up documentation such as contracted labor rates and associated mark-ups, subcontracted quotes, specification sheets, purchase orders, and catalog cut sheets

2. Sufficiency Review. Once all requested information has been received, Contractor shall review the information for sufficiency to ensure adequate quantity and quality of data exists to develop an accurate and effective IGCE. The Sufficiency Review serves to:

- Determine all costs involved in performing the contract scope of work, including any direct and indirect costs as well as contractor profits and fees.
- Examine the information to ensure that it meets the technical requirements for its intended purpose.
- Determine whether the information is clearly documented, well organized, and presented at an appropriate level of detail, and that summary documents are traceable to the supporting documentation.
- Look at the depth and breadth of the supporting documents, and data contained therein.

The Sufficiency Review may determine that certain documentation is insufficient for proceeding with the cost estimate. In such instances, Contractor shall notify the agency, provide a list of the documents that are insufficient, and provide reasons for the finding or specific information needed to make the document acceptable.

3. Data Analysis. Data Analysis consists of two components: review and analysis. The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a

thorough review of the SOW, agency-developed cost estimates or contractor-developed cost estimate or proposal, BOE, and any other sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

Once the IGCE is generated, the estimate must be validated. Contractor shall employ the appropriate cost-validation techniques to test the cost estimate and determine whether it is reasonable and includes all necessary costs. Some commonly-accepted techniques include spot checking and preparing a check estimate. Offerors shall detail in their proposals the cost-validation techniques they utilize to validate cost estimates.

4. **Results Reporting.** Contractor shall prepare an in-depth IGCE report detailing its findings. The IGCE report prepared by the Contractor shall describe the BOE and provide the agency with recommendations based on the findings to assist in decision-making throughout the procurement life cycle. Contractor may be required to update the IGCE report as the acquisition progresses through the different phases of the procurement life cycle.

Contractor shall provide services that may include but are not limited to research and analysis of past purchases of similar products or services, current market value of the products or services, or other agency purchases of similar products and services.

Outputs: IGCEs.

3. Subcategory Three – Specifications/Scope of Work Review

After a need is determined, the quality, price and the performance of a product or service depend almost entirely on the purchase description used to communicate the requirement. If a specification was used as a method of describing the requirement, which mostly happens for services, that specification must be clear and concise. Challenges by potential suppliers, costly delays in completing a project or unnecessary problems further down the line are, in most instances, attributed to an improper, inadequate description of definition or requirements. The additional effort spent at the beginning of the procurement lifecycle increases the probability of full satisfaction in meeting the needs of the end-user, procurement and contract specialist and Contractor/supplier.

This category of services is for the **review and/or assistance in development** of a scope of work (SOW) or specification(s). If not available in-house, the technical specification development by a subject-matter-expert shall be obtained/contracted by the awarded Contractor(s) for this category. Services within this category are as follows:

1. **Review Services.** Provide recommendation to amend/develop specifications/SOW to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:
 - The wording of the scope shall be precise.
 - The overall message should be clear and understandable.
 - The specification should simplify the process.
 - The tolerances should be reasonable.
 - The scope/specification should provide a relatively easy process to verify acceptance or rejection.

- The specification should be exact.
 - The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
 - The specification/SOW should provide some built-in flexibility that is applicable to the industry.
2. Requirement Analysis. Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. The Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services that are available in the market at fair and reasonable prices. Requirement analysis services shall include review, analysis and recommendation and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:
- Eliminate a requirement that is not cost effective.
 - Improve the quality level without impacting the cost(s).
 - Describe requirement(s) of quality standards to increase the service life.
 - Achieve total value, i.e. not only initial expense as the award factor.
3. Specification Writing (Technical). Contractors' support team members shall possess strong communication skills and expertise in needed topics and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

Contractor(s) shall be able to provide specification writing services for all types of specifications, such as design, specifications, performance specifications, or market grades to name a few.

The Contractor shall assist in the development and preparation of pre-award Request for Information (RFI), Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Note: State to state may vary on what they call SOW, i.e. statement of work, statement of need, scope of work, etc.

Outputs: SOWs; SOOs; PWSs; and related documents, i.e. restrictive specifications justification.

Surveillance: Monitoring timelines with milestones
Monitoring performance during contract period
Verifying contractor's performance of SOW through checklist(s)

4. Subcategory Four – Market Research

Market Research is a necessary step to identify available sources to meet the needs of any given solicitation. Market research refers to the examination of available sources to find the available sources of supply which may identify critical business requirements. Due to limited resources or timing, agencies may require the assistance of an outside Contractor to provide necessary data to develop a solicitation that will reach the widest distribution possible.

This category of services is for **consultation and/or assistance with market research services**. Services within this category are as follows:

Market Research Services – Contractor shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. The Contractor shall provide advice and recommendation for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestone, etc. Research existing Government-wide contracts for available products and services. Research available suppliers and compare services and costs of obtaining support from the different providers.

The market research team should consider the following:

-
- The overall budget for the project should be clearly stated and the funding source should be identified prior to commencement of services.
- The Market Research Plan should be agreed upon by all parties before any commencement of services.
- The methodology to be used should be clearly specified and agreed upon by all parties.
- The research should have a simplified process.
- The target markets should be clearly identified.
- The research should be broad enough to capture the largest possible data set.
- The research should not be overly restrictive.
- The research should provide some built-in flexibility that is applicable to industry.

Outputs: Market research documentation.

5. Subcategory Five – Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a Request for Proposal (RFP) is released will assist a State in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and if the budget for said project is realistic. Cost & Pricing Analysis is a key component to predicting the viability of a project. Because of limited resources or timing, agencies may require the assistance of an outside Contractor to assist with a Cost & Pricing Analysis for stakeholder review.

Cost & Pricing Analysis may also be conducted after BAFOs are received. Cost & Pricing Analysis may also be conducted post award for contract renewals, modifications, or assistance in determination of termination due to non-compliance with contract terms.

This category of services is for **consultation and/or assistance with cost & pricing analysis services**. Services within this category are as follows:

Cost & Pricing Analysis – Contractor shall assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Stakeholders to make sound decisions on the financial viability of a project.

Cost & Pricing Analysis services shall include, but are not limited to:

- Developing plans and alternatives for effective price competition
- Informing states of impact of budget on technical, contract, and pricing outcomes
- Developing approach for State's/Stakeholder' budget planning
- Developing cost proposal solicitation documents to aid states in the development of the RFP
- Analyzing contracts/programs to assess price competitiveness
- Providing alternatives and research for stakeholders
- Providing estimates (case-by-case based on need of State/Stakeholder).
- Demonstrating value of RFP and/or new system/product to State/Stakeholder
- Providing a Make-or-buy analysis
- Providing a Go, no-go analysis
- Developing and analyzing BAFO requests
- Determining that the prices submitted by Offerors are acceptable, fair and reasonable
- Providing cost analysis during RFP evaluation – services performed to help States/Stakeholders analyze the cost proposals of several vendors to find best value
- Developing evaluation support documentation to help States/Stakeholders validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, and materials)
- Performing independent review of each cost element within an Offeror's cost proposal
- Providing post-award services (contract renewals, modifications, assistance in determination of termination if not in compliance with contract terms)
- Burn Rate Analysis
- Analysis of Change Orders & Modifications
- Award fee/incentive fee analysis
- Closeout payment analysis

Outputs: Cost and pricing analyses.

6. Subcategory Six – Solicitation Review or Preparation

The solicitation document is the official document inviting the vendor community to respond to the needs of the government entity. The solicitation should foster competition and ensure fair and equitable treatment of interested parties. Competition has multiple levels. Competition exists not only in prices but also in the technical competence of the vendors and in the quality of their products or services. The request for proposal process allows the opportunity for vendors to submit innovative solutions, increasing the Government's latitude of choice and assuring the reasonableness of costs.

This category of services is for the **review and/or development** of a solicitation document. Services within this category would be as follows:

1. Review Services Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:
 - Scope of work, statement of work or specifications.
 - Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.

- Evaluation criteria.
 - Bidder/Offeror qualifications.
 - Proposal format.
 - Administrative and Technical Response Requirements.
 - Price and Cost sheets.
 - Contract administration, post award.
 - Payment terms.
2. RFP Development. Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

7. Subcategory Seven – Source Selection

The nature of the source selection planning process, the techniques for obtaining information, the procedures used in evaluation, and the decision-making methods vary from procurement to procurement. Source selection planning entails: preparing to receive bids or proposals, preparing to apply evaluation criteria, and determining standards to select a Contractor. Proposals are often separated into technical and price sections with each evaluated separately. Evaluation may be complex, requiring a panel of experts. Some proposal evaluation may require a consultant's assistance. The Source Selection Plan (SSP) should include: evaluation criteria, evaluation standards, weighting system, screening system, and source selection process.

This category of services is for **assistance in preparation of a source selection plan and source selection activities**. Services within this category are as follows:

Source Selection – Contractor shall develop and prepare source selection plans, in accordance with State statute and rules; instruct evaluation team members on roles and responsibilities; act in the capacity of an advisory role during the evaluation, which may include cost estimating or technical subject matter expertise; ensure Conflict of Interest/Nondisclosure forms are signed; prepare evaluation sheets or score sheets; and prepare draft of source selection decision memorandum.

Outputs: Source Selection Plans (SSP), Evaluation Sheets

8. Subcategory Eight – Cost Realism Analysis

Cost Realism Analysis is usually conducted after cost proposals have been received in response to a RFP. Cost Realism Analysis may be requested by States to determine if all components of cost have been contemplated from all vendors. Determining if cost proposals are acceptable and fair will assist States in a successful evaluation and award of a contract which is in the best interest of the State. Cost realism is about the system of logic, the assumptions about the future, and the reasonableness of the historical basis of the estimate. It's about the estimating information (cost data) that makes up the foundation of the estimate.

This category of services is for **consultation and/or assistance with cost realism analysis services**. Services within this category are as follows:

Cost Realism – The Contractor shall independently review and evaluate specific elements of each Offeror’s proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the unique methods of performance and materials described in the Offeror’s technical proposal. Cost realism analysis is conducted by evaluating the supportive data that form the bases of the individual elements of cost to determine probable cost of the performance. The probable cost shall be used for the purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror’s proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

Probable Cost Estimate: is the Purchasing Entity's estimate of what it will cost for the Offeror to complete the contract based on the Purchasing Entity's evaluation of the offeror's technical proposal and proposed costs. This estimate is complimentary with and must be performed in conjunction with all cost realism analyses and is a principal product of the Purchasing Entity in the source selection evaluation process.

Cost Realism services shall include, but are not limited to:

- Determining the Offeror’s price is realistic for the work proposed
- Understanding and implementation of contract risk factors
- Developing a Purchasing Entity’s probable cost estimate
- Conducting cost to technical realism analysis

Outputs: Cost realism analyses.

9. Subcategory Nine - Contract Development/Contract Formation

The goal of contract development is to reduce in writing contract goals, contract type and contract elements. Identification of contract goals include the description of goods or services; delivery information (if applicable); protection of the financial interests of the agency; and any potential areas of dispute such as defining acceptance, handling wrong product, delays, personality conflicts, breach, payment or changes in a contract. The goals also include change order procedures.

The Contractor shall provide assistance to the government entity in the formulation of the contract between the awarded vendor and government entity.

This category of services is for **consultation and/or assistance with contract development**. Services within this category are as follows:

Contract Development

Requirements of the contractor, and/or their sub-contractor will include:

- A general working knowledge of each individual state’s procurement rules and regulations.
- A general working knowledge of the entity’s General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.

- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is amicable to both parties.
- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to administer and manage supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

10. Subcategory Ten – Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award. Acquisition consultants can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties.

Services within this category are as follows:

1. Contract Administration. Manage the relationship between the Contractor and end user, including the monitoring contract fulfillment on the part of government agencies. Development of the Contract Administration Plan (CAP) which will define how the contract will be administered. Monitor contractor compliance with terms of the contract, including site visits and labor interviews.

The CAP provides a mechanism to reconcile the various contract documents and the order of precedence into a management tool that can be used to focus and govern implementation activities. The plan itself will vary based on the complexity, risk, and scope along with the requirements of each contract. In many cases a CAP should only be developed for high-risk or highly complex procurements. The frame of the plan should focus on the Who, What, When, Where, and How of contract administration. CAPs generally address a common set of topics, with particular emphasis on process, output and outcome. In government contract management, there may be less emphasis on the "process" the contractor uses to achieve the goals of the contract than of the achievement of the expected outputs and outcomes.

While Contract Administration Plans generally share a similar structure, the inclusion of each topic into the CAP should be chosen based on necessity rather than out of formality. Contract Administration Plan topics may include:

- Project description
- Period of performance
- Schedule, critical milestones and/or delivery dates
- Critical path tasks and deliverables

- Roles and responsibilities
- Data and reporting
- Inspection and acceptance
- Personnel requirements
- Testing
- Warranty provisions
- Watch list items
- Special terms and conditions
- Insurance
- Process for managing change and issue resolution

Outputs: Performance Workplan or CAP; Documentation of Contract Performance such as Observation Record, Compliance Record, Discrepancy Record, Unsatisfactory Performance Report, Summary Evaluation Report, Contractor Status Report.

2. Vendor Performance Plan Development/Review. The Contractor shall have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy to understand document. The plan must describe processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to, how to:

- Improve communication between buyers and vendors regarding performance
- Encourage better performance and accountability through incentives and penalties
- Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- Capture performance data
- Identify strategic priorities and set targets
- Capture performance data
- Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how Contractors must receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract and deal with appeals.

3. Contract Modifications. Assist in the preparation of incentive and award fees. Incentive fees are typically dependent upon the performance over a given period and are usually taken in relation to a benchmark index. Award fees provides an additional profit or fee amount that may be awarded, in whole or in part, based upon periodic evaluations of ongoing contractor performance. Assist in review of directed changes, formal changes to the original contract resulting from the buyer's actions or directions that impact the cost or schedule for performance. Determine if a constructive change has occurred, that is, any action or inaction on the part of the agency that have not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. Contractor can assist government procurement staff and program managers in review and recommendation to make the appropriate contract modification.

Outputs: Award or incentive fee determinations; contract modification determination.

11. Subcategory Eleven – Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file that includes a written report with the description and analysis of the Contractor's performance. A quality vendor performance review (aka performance evaluation) assesses how the vendor is performing against Key Performance Indicators (KPI)'s and Service Level Agreements (SLA)'s established in the vendor's contract. However, it can also show non-contractual performance issues, such as incidents that aren't measured by a service level.

This category for services is for the assistance in the development and implementation of a Vendor Performance Evaluation Program. This does not include vendor performance evaluation for construction contracts. Services within this category are as follows:

Evaluation Program. The contractor shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the contracting agency to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- When the vendor performance evaluation is needed and how often it should be measured.
- The KPI's, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness should be clearly identified along with formulation of templates for the evaluation which shall become standardized.

Output: Key Performance Indicators, Vendor Performance Evaluation Program.

Category: IT Research, Advisory, and Consulting (IT RAC) Services

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

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

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

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

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

- Planning and establishing IT policies, procedures, and best practices
- Establishing and implementing IT governance
- Review of new and emerging Information Technologies
- Assistance with IT Procurement and acquisition decisions for IT hardware and software
- Software licensing and Asset Management

- Application/system development
- Data analytics, data management, and business intelligence
- Information security
- Strategic planning and Enterprise Architecture
- Evaluations of industry issues, products, and major trends in the marketplace
- IT Benchmarking
- Digital transformation and Digital Government Services
- IT talent, recruiting, and retention
- TelCom, IP telephony, and call center solutions
- Disaster recovery and business continuity
- Cloud computing
- Mobile device strategy and management
- Emergency response and radio communications
- Enterprise CRM

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

Category: Value Add/Support Services

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

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

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

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

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

Services within this category are as follows:

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

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

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

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

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

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

2. Value Add 2 – Category Management

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

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

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

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

1. Data analysis. The Contractor shall have knowledge of principles and practices in public procurement including category management and have a clear understanding of various types of

commodities and government services. Contractor shall be well versed in data analysis including the collecting of historical procurement data and analyzing agency spend data and procurement needs. The contractor shall also conduct in depth spend analysis using the agency's existing code structure (NIGP, NAICS, UNSPC or other). If no code structure exists, the vendor will help to consolidate minor categories and identify major categories of spending.

2. Supplier analysis. The Contractor shall have in-depth knowledge of the supplier marketplace and current economic conditions. The contractor will conduct market analysis to align the identified major categories of spending with the marketplace. Suppliers in the marketplace will be analyzed on their market share, historical changes and overall business health. Emphasis will be put on identifying suppliers that are looking to gain market share and can be leveraged for best prices; and identifying overlaps in suppliers to consolidate categories.
3. Action plan development. The Contractor shall have experience developing specifications and scopes of work aimed at creating efficiencies and reducing costs, developing and executing procurement strategies, driving process improvements and effectively instituting key performance metrics. The contractor shall develop, draft and assist in the execution of an action plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

- The purpose, strategic mission and vision associated with the new organization direction and structure of the organization/agency.
 - The development of an ongoing program to analyze purchasing trends, develop options to reduce costs, improve timely delivery, and enhance the purchasing agencies supplier management strategies, including; performance tracking, benchmarking and planning for future category adjustments.
 - The development of a system by which the agency can monitor and track spending data including but not limited to information pertaining to what the agency buys, who it buys it from and what it pays.
 - The step-by-step walkthrough and explanation of requirements for a phased in approach to reorganizing the existing workforce and hiring additional employees to successfully implement a Category Management organization/agency/office structure.
4. Organizational restructure. The contractor shall have knowledge of staffing and management practices as it relates to structuring and organizing a workforce for Category Management. The contractor will be responsible for identifying, communicating and working with stakeholders to identify category managers, category workforce and acquisition workforce. As these stakeholders are identified, the contractor shall collaborate to share the knowledge of the analyses, create insights and trainings designed to serve all stakeholders and align staff with the strategic vision. The contractor will assist in overseeing all hiring and management decisions during implementation to ensure that staffing choices align with the Category Management structure. The contractor will assist in the development of staff evaluations designed to encourage

performance and competency within the organization/agency. Upon completion of the restructuring the contractor shall conduct “a lessons learned” and benchmark/milestones presentation to empower the organization/agency to move forward without the need of continuing assistance or consultation.

5. Product and Service Catalogs. The contractor shall have knowledge and experience in e-sourcing and strategic sourcing, including the building of catalogs to consolidate purchasing categories and create ease of access for purchasing agencies. The Contractor shall follow the steps for category management including data and supplier analysis and the creation of an action plan designed for the implementation of organization/agency wide electronic catalog services. The contractor may assist in the development of specifications and evaluation metrics for selecting an appropriate e-catalog provider. The contractor shall also assist in the creation of data collection procedures to track catalog purchases and consolidate catalog categories.

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

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

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

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

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

The Contractor may not only assist in developing the plan but assist throughout the process by

implementing and managing the plan and steps to reach the final goal.

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

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

4. Value Add 4 – Procurement Training

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

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

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

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

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

5. Value Add 5 – Project Management

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

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

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

1. Planning, Logistics and Performance Oversight:

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

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

Outputs: Project Management Plan (“PMP”):

6. Value Add 6– Grants Assistance and Management

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

- US Department of Defense (DoD)
- Federal Aviation Administration (FAA)
- Federal Transit Administration (FTA)
- Center for Medicaid Services (CMS)
- Federal Highway Administration (FHWA)

- National Highway Transportation Safety Administration (NHTSA)
- Federal Motor Carrier Safety Administration (FMCSA)
- US Department of Agriculture (USDA)
- Housing and Urban Development (HUD)
- Other federal programs as identified in a specific SOW

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

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

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

There are sixteen (16) Labor Categories for Procurement Assistance Support Services (PASS) and eight (8) Labor Categories for IT Research, Advisory, and Consulting Services.

PASS Labor Categories highlighted in **BLUE**

IT Research, Advisory, and Consulting Services highlighted in **GREEN**

PASS LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
<p>Program Director (Key Personnel)</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Ten (10) or more years of progressive experience in managing significant projects and processes. • Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout. • Ability to research and define multiple project scopes, schedules, and targets. • Provides expert advice and guidance to agency senior level staff members. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p>Program Manager</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing management for multiple projects/tasks and ongoing operational efforts • Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs. • Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives • Possessing the analytical and evaluative methods and techniques for assessing program development and execution. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

<p>Subject Matter Expert III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p>Subject Matter Expert II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

<p>Subject Matter Expert I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of progressive experience • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency’s needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master’s Degree or higher
<p>Acquisition Support Specialist III (Key Personnel)</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State’s acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master’s Degree or higher in Business Administration, Business Law, or Public Administration
<p>Acquisition Support Specialist II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State’s acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations.

	<p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master’s Degree or higher in Business Administration, Business Law, or Public Administration
<p>Acquisition Support Specialist I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State’s acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master’s Degree or higher in Business Administration, Business Law, or Public Administration
<p>Analyst III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Seven (7) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master’s Degree
	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of relevant experience in developing and applying

<p>Analyst II</p>	<p>analytic methodologies.</p> <ul style="list-style-type: none"> • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master’s Degree
<p>Analyst I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License
<p>Project Manager II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Eight (8) or more years of relevant experience in leading discussions; contributing questions and answers; raising issues, risks, and concerns; and developing and giving presentations. • Organizes, directs, and coordinates the planning and production of all contracts and/or task support activities. Prepares project estimates and work plans using best practices and principles. Ensures success project completion through responsibilities associated with staffing, project planning, project financials, risk management, and staff direction and oversight. Manages and oversees work performance on large size task orders or manages is a senior project manager. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the client. Serves as the primary point of contact for the client on any sized project. Manages staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Bachelor’s degree and eight (8) years of general experience or fourteen (14) years of general experience with a high school diploma or G.E.D. • Demonstrates strong interpersonal and communication skills.

<p>Project Manager I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Five (5) years of experience in a related field. • Performs day-to-day management of a single project or significant task assigned on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and maintaining the project schedule and budget. Assist in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Bachelor’s degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
<p>Instructor/Trainer II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associate degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience. • Provides services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Coordinate and monitor presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associate’s degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience or nine (9) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
<p>Instructor/Trainer I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience. • Assist with providing services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Assist with coordinating and monitoring presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience or seven (7) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.

Administrative	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree + four (4) years of experience
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IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES

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

IT RESEARCH, ADVISORY AND CONSULTING LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Cloud Subject Matter Expert	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Five (5) years working in cloud computer platforms. Has a demonstrated ability to design, implement, and manage cloud-based solutions. Hands-on experience with core cloud services like compute, storage, networking, and security. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Professional-level certification such as AWS Certified Solutions Architect, Azure Certified Solutions Architect Expert, or GCP Certified Professional Cloud Architect or other.
IT Subject Matter Expert	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Five (5) years of practical experience in a specific IT domain, demonstrating in-depth knowledge of relevant technologies and practices. Proficient in the specific IT tools, systems, and plays relevant to their area of expertise. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Extensive knowledge and understanding of complex IT concepts, including industry best practices and emerging trends.
Technology Consultant I	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field. Three (3) years of experience as an IT consultant, preferably in a technology-based company or firm. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Bachelor’s degree in computer science, information technology, or a related field and five (5) years of experience as an IT consultant.

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

Attachment C – Labor Rates/Price Sheet

AWARD CATEGORY 1			
PROCUREMENT ASSISTANCE SUPPORT SERVICES			
SECTION 1		SECTION 2	
HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES	
Labor Categories	Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)	Maximum Annual Percentage Increase Request (not guaranteed or approved)	1%
Program Director (Key Personnel)	\$440.00		
Program Manager	\$390.00		
Subject Matter Expert III	\$390.00		
Subject Matter Expert II	\$355.00		
Subject Matter Expert I	\$265.00		
Acquisition Support Specialist III (Key Personnel)	\$355.00		
Acquisition Support Specialist II	\$265.00		
Acquisition Support Specialist I	\$195.00		
Analyst III	\$355.00		
Analyst II	\$195.00		
Analyst I	\$130.00		
Project Manager II	\$265.00		
Project Manager I	\$195.00		
Instructor/Trainer II	\$195.00		
Instructor/Trainer I	\$130.00		
Administrative	\$50.00		

AWARD CATEGORY 2								
IT RESEARCH, ADVISORY, AND CONSULTING SERVICES								
SECTION 1		SECTION 2		SECTION 3		SECTION 4		
HOURLY PRICING PER LABOR CATEGORY		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON LABOR RATES		DISCOUNT OFF LICENSE/SUBSCRIPTION RATES		MAXIMUM ANNUAL PERCENTAGE INCREASE REQUEST ON SUBSCRIPTION RATES		
Labor Categories		Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)	Maximum Annual Percentage Increase Request on Labor Rates (not guaranteed or approved)	1%	Percentage Discount Offered on Subscription/Licenses	5%	Maximum Annual Percentage Increase Request on Subscription Rates (not guaranteed or approved)	5%
Project Manager		\$265.00						
System Architect (Software/Data/Database) I		\$195.00						
Cloud Subject Matter Expert		\$265.00						
IT Subject Matter Expert		\$265.00						
Technology Consultant I		\$195.00						
Technology Consultant II		\$355.00						
Cyber Security Specialist		\$265.00						
Administrative		\$50.00						

Procurement Assistance Support Services
 Between the State of North Carolina and Info-Tech Research Group, Inc.

OPTIONAL – VALUE ADD							
Labor Category	Fully Burdened Hourly Rate for Year 1 (Price Guarantee Period)	Value Add 1 Procurement Policy and Digital Procurement Transformation	Value Add 2 Category Management	Value Add 3 Change Management and Procurement Transformation Assistance	Value Add 4 Procurement Training	Value Add 5 Project Management	Value Add 6 Grants Assistance and Management
Subject Matter Expert III	\$395.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Subject Matter Expert II	\$355.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Subject Matter Expert I	\$265.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Acquisition Support Specialist III	\$355.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Acquisition Support Specialist II	\$265.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Acquisition Support Specialist I	\$195.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Manager II	\$265.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Manager I	\$195.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Instructor/Trainer II	\$195.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Change Management II	\$355.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Change Management II	\$265.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Maximum Annual Percentage Increase Request (not guaranteed or approved)	1%						

The solicitation documents for this portfolio can be found on North Carolina's procurement website at the link below:

- [PASS - IT RAC Solicitation as Posted](#)



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Attachment A

RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. Award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
- B. Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- C. Contractor** means an Offeror with whom the Lead State executes a Master Agreement resulting from this RFP.
- D. Day** means a calendar day, unless otherwise indicated.
- E. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- G. Lead State** means the State issuing this RFP.
- H. Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
- I. Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- J. NASPO** means the National Association of State Procurement Officials.
- K. NASPO ValuePoint** means the cooperative contracting division of NASPO.
- L. Offeror** means an entity or individual submitting a proposal in response to this RFP.
- M. Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- N. Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- O. Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- P. Proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP eProcurement System and information submitted after the RFP Close Date at the request of the Lead State.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Q. Purchasing Entity** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity’s Participating Addendum.
- R. RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP eProcurement System, as amended.
- S. RFP Close Date** means the date and time identified in In the RFP Overview and when proposal submittal is due.
- T. RFP Contact** means the individual identified in In the RFP Overview.
- U. RFP Release Date** means the date and time identified in In the RFP Overview and when the solicitation is published and available for viewing.
- V. RFP Q&A Deadline** means the date and time identified in In the RFP Overview.
- W. RFP eProcurement System** means North Carolina’s eProcurement electronic Vendor Portal eVP identified in the RFP Overview.

II. GOVERNING LAW AND VENUE

- A.** This RFP and Offeror’s participation in it is governed by and construed in accordance with the laws of the Lead State.
- B.** This procurement is conducted by the Lead State, Department of Administration (DOA) Division of Purchase & Contract (P&C), in accordance with the Lead State Procurement Code. Information about DOA and its governing laws are available at <https://www.doa.nc.gov/divisions/purchase-contract>. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in State of North Carolina. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in the NASPO ValuePoint Sample Master Agreement Terms and Conditions in Attachment D.
- C.** Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State.
- D.** Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.
- E.** Offeror and Offeror’s participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- F.** All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

A. RFP eProcurement System.

- 1.** The RFP eProcurement System is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP eProcurement System, including the posting of RFP addenda.
- 2.** Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP eProcurement System should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Addenda.

1. The Lead State may, at any time and in its sole discretion, issue one (1) or more addenda to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP eProcurement System.
2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed addenda.
3. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead State may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing addenda and updates to the RFP eProcurement System, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
3. The Lead State may waive minor irregularities or defects in an Offeror's proposal.

D. Conflicts and Issues.

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or initially seeking an informal resolution to any concern to the procurement officer in the solicitation:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. If a concern or issue cannot be resolved by the process set forth in Subsection 1, Offeror may file a protest after contract award, using the process described in Attachment F, Protest Information.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP Close Date and Time.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate or multiple proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. If discussions, clarifications, and demonstrations are held, it must be consistent with Offeror's original proposal and will not be part of the original offer. In order for additional information to be included as part of an award, priority-listed Offerors will be invited to submit a best and final offer, which shall be evaluated based on the evaluation criteria set forth in the RFP.
- D. Labor Categories Price Worksheet.**
1. Offeror must complete all required elements of Attachment I, Labor Categories Price Worksheet. The format and structure of the Worksheet is intended to allow for a fair evaluation of like pricing among Offerors. Deviation from the format or structure of the Labor Categories Price Worksheet may result in Offeror's proposal being deemed non-responsive.
 2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Labor Categories Price Worksheet are accurate, even if formulas have been provided by the Lead State as a courtesy.
 3. Offeror's proposed prices must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed prices incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 4, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
 4. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



E. Proposed Modifications to the Sample Master Agreement

1. The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.
2. Offeror-specific modifications to Attachment D, Sample Master Agreement, may be proposed as part of Offeror's proposal but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.
3. The Lead State will not consider any proposed modification that:
 - a. Is not submitted with Offeror's proposal;
 - b. Is not accompanied by an explanation;
 - c. Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal;
 - d. Merely references another document or a URL; or
 - e. Modifies the NASPO ValuePoint administrative fee.
4. Offerors may propose additional terms but must include them in the redlines to the Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities

F. Proposal Contact

1. The Proposal Contact identified by Offeror in Attachment G, Offeror Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP eProcurement System, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

- G. Each Offeror to Bear its Own Costs.** Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations and discussions, and otherwise participating in the RFP Process.
- H. Firm Offer.** Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal.
- I. Ownership and Disclosure of Proposals.**
1. All proposals and tangible items submitted by Offeror in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Offeror. The RFP, any addenda issued, and the successful Offerors' proposal shall become a part of the contract.
 2. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may be:
 1. Shared with NASPO members;
 2. Shared with entities represented on the Multistate Sourcing Team;
 3. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 4. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 5. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 3. If Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment J, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Offeror will destroy



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Offeror's proposal, or execution of a Master Agreement between the Lead State and Offeror.

- K. Required Signatures.** Offeror's failure to have an authorized representative sign any document or attachment requiring a signature, including electronic signatures or certifications, shall result in rejection of the proposal by the Lead State.
- L. NASPO ValuePoint eMarketPlace.** Participation in the NASPO ValuePoint eMarketPlace by Offerors awarded a Master Agreement resulting from this RFP is **mandatory**. By submitting a proposal, Offeror agrees to comply with the requirements, terms, and conditions related to the NASPO ValuePoint eMarketPlace set forth in Attachment D, Sample Master Agreement.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP Contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP eProcurement System.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

- B. Consideration of External Information.** The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Offeror, the responsiveness of Offeror's proposal, and the veracity of any representation made by Offeror. Offeror will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Offeror's proposal. External information does not include information obtained from references provided by Offeror.

- C. Rejection of Proposals.** The Lead State may reject Offeror's proposal at any time if the Lead State determines that:

1. The proposal is non-responsive pursuant to the RFP;
2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
3. Offeror is not responsible; or
4. Offeror has committed a violation of procurement law, rule, or policy.

D. Cancellation.

1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

E. Transfer.

1. The Lead State may transfer this RFP to a new Lead State if the Lead State determines that such transfer is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. The Lead State will notify all Offerors of a pending transfer and specify a date, prior to the transfer being made effective, before which Offerors may withdraw a submitted proposal. A proposal submitted to the Lead State and not withdrawn by Offeror prior to a transfer may, at the discretion of the Lead State, be destroyed, returned to Offeror, or shared with the new Lead State for completion of the procurement process in accordance with the laws, rules, policies, and processes of the new Lead State.
3. Upon the effective date of a transfer, all references to "Lead State" in this RFP will refer to the new Lead State. The new Lead State may, at its discretion, amend this RFP in whole or in part and may, at its discretion, allow Offerors to amend submitted proposals or allow additional Offerors to submit proposals following transfer of this RFP

F. No Exclusivity.

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

G. Mandatory State Preferences.

The Lead State may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment G, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.

H. Final Approval of Awards.

1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
 - a. Approval by NASPO ValuePoint;



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- b. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head; and
 - c. Continued eligibility for award following resolution of any protests received by the Lead State.
2. Approval of awards and Master Agreements may be in whole or in part.
 3. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
 4. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
 5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment F, Protest Information.

I. Term.

The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

J. Contract Execution. The successful Offeror(s) receiving award shall sign the Attachment L North Carolina Execution Page (also page 1 of Attachment D Sample Master Agreement).

No performance or payment bond is required for this contract.

K. Contract Type. This contract includes a Firm-Fixed-Price (FFP) based on labor hours under which only FFP task orders can be issued. For work performed by the Contractor's employees and/or Subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates shall apply. The qualifications for the labor categories are identified in Attachment B SCOPE OF WORK, Section VII Minimum Qualifications of Labor Categories.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested States.

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment E, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment E, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment E, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

B. Participating Entities.

1. If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with a Contractor. Such entities may include:
 - a. Political subdivisions, public agencies, and service districts;
 - b. Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
 - c. Federally recognized tribes;
 - d. Quasi-governmental entities; and
 - e. Eligible non-profit organizations.
2. Prior to execution of a Participating Addendum with an entity described above, a Contractor must coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- C. Purchasing Entities.** Entities eligible to make purchases from a Participating Addendum will be identified by the Participating Entity in the Participating Addendum.

- D. Potential Participation by Canadian Entities.** In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

VII. NORTH CAROLINA INSTRUCTIONS TO VENDORS

A. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

B. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the Lead State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the Lead State. By submitting Your Bid or Proposal, You are offering to enter into a contract with the Lead State. The Contract is a separate document that represents the Vendor's and the Lead State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the Master Agreement Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

C. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the Lead State's attention.

D. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
2. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the Lead State.
3. **BUYER:** The employee of the Lead State, Participating Entity, Purchasing Entity, or Other Eligible Entity that places an order with the Vendor.
4. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
5. **CONTRACT ADMINISTRATOR:** A representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
6. **CONTRACT MANAGER:** A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
7. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



8. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the Lead State conducts electronic procurement.
9. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
10. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
11. **LOT:** A grouping of similar products within this Solicitation document.
12. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
13. **OFFEROR:** Defined at the top of the document.
14. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
15. **PROCUREMENT LEAD:** Representative of the Lead State identified in the document RFP Overview, Section III.A who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the Lead State.
16. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
17. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
18. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the Lead State for award.
19. **RFP:** Defined at the top of this document.
20. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
21. **STATE AGENCY:** Any executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
22. **STATE DEPARTMENTS:** State Department includes but is not limited to the Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
23. **VENDOR:** See definition of "Offeror" at the top of this document.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



24. WORK: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

25. YOU and YOUR: Offeror.

E. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the Lead State. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Lead State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Lead State's needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Lead State exercising its discretion to reject a bid in its entirety.

F. BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - a. If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
3. **EXECUTION:** Failure to sign the Attachment L North Carolina Execution Page (also page 1 of Attachment D Sample Master Agreement)) in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the Lead State office designated for receipt of bids by



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If Lead State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
 - a. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Lead State, Participating Entity, or Purchasing Entity cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
8. **CONTENTS OF OFFER:**
 - a. Offers should be complete and carefully worded and should convey all of the information requested.
 - b. Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
 - c. If Your Offer includes any comment over and above the specific information requested in the Solicitation, you are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the Lead State discretion.
9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- 10. CLARIFICATION:** The Lead State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.
- 11. ACCEPTANCE AND REJECTION:** The Lead State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
- 12. BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the Lead State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the Lead State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the Lead State.
- 13. INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
- 14. WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
- 15. COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
- 16. INSPECTION AT VENDOR'S SITE:** The Lead State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the Lead State's determination that such equipment, item,



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

- 17. RECYCLING AND SOURCEREDUCTION:** It is the policy of the Lead State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 18. CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Master Agreement, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business. Offerors should note that this condition is only applicable to contract awardees who execute a Participating Addendum (PA) with the State of North Carolina.
- 19. SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- a. If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - b. Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - c. Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- 20. HISTORICALLYUNDERUTILIZEDBUSINESSES(HUB):** The Lead State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the Lead State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts. While the Lead State encourages the



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

participation of HUB Vendors, HUB status will not be considered as a factor for evaluating and awarding contracts.

21. RECIPROCAL PREFERENCE: Reserved.

22. INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

- a. any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
- b. any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the Lead State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

23. VALID TAXPAYER INFORMATION: All persons or entities desiring to do business with the Lead State must provide correct taxpayer information on North Carolina specified forms. The substitute W-9 and instructions are here: <https://www.osc.nc.gov/state-north-carolina-sub-w-9/open>

24. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. TABULATIONS: Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

- 28. COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the Lead State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the Lead State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
- 29. INFORMAL COMMENTS:** The Lead State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Lead State during the competitive process or after award. The Lead State is bound only by information provided in writing in this Solicitation document and in formal Addenda.
- 30. PROTEST PROCEDURES:** See Attachment F Protest Information.
- 31. ORDER OF PRECEDENCE:** See Attachment D Master Agreement Terms and Conditions.
- 32. ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
- 33. ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The Lead State will not identify You in its answer to Your question.
- 34. MAXIMUM COMPETITION:** The Lead State seeks to permit the maximum practicable competition. Offerors are urged to advise the Lead State, as soon as possible, regarding any aspect of this



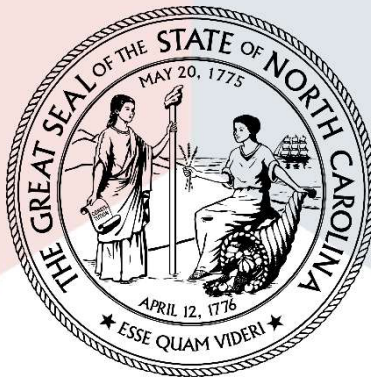
Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the Lead State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

- 35. FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

REQUEST FOR PROPOSALS
for
**PROCUREMENT ASSISTANCE
AND SUPPORT SERVICES**

Issued by
the STATE OF NORTH CAROLINA



In collaboration with



SOLICITATION NUMBER: DPC-1428523190-SA

RFP WEBSITE: <https://evp.nc.gov/>

Sandy Anderson

Procurement Lead



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of North Carolina (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for comprehensive assistant support services within the following two (2) award categories:

1. **Procurement Assistance Support Services (PASS); and**
2. **IT Research, Advisory, and Consulting Services (IT RAC).**

More information on each of these categories and subcategories is provided in Attachment B Scope of Work.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and suppliers, with no membership or registration required. In 2023, contractors reported a combined **\$20 billion** in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP, including a combined **\$96.47 Million** in combined sales through the current Procurement of Acquisition Support Services and IT Research and Advisory Services portfolio.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment E, Participation Information.

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State Model™, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Background. There is a need for procurement assistance and support services in State government. Seasoned procurement personnel are retiring and not replaced quick enough to fill the gap. The intent of this procurement is to contract Procurement Subject Matter Experts to supplement current lack of knowledge and expertise in multiple areas of the procurement lifecycle. The solicitation will also include IT Research, Advisory, and Consulting Services.

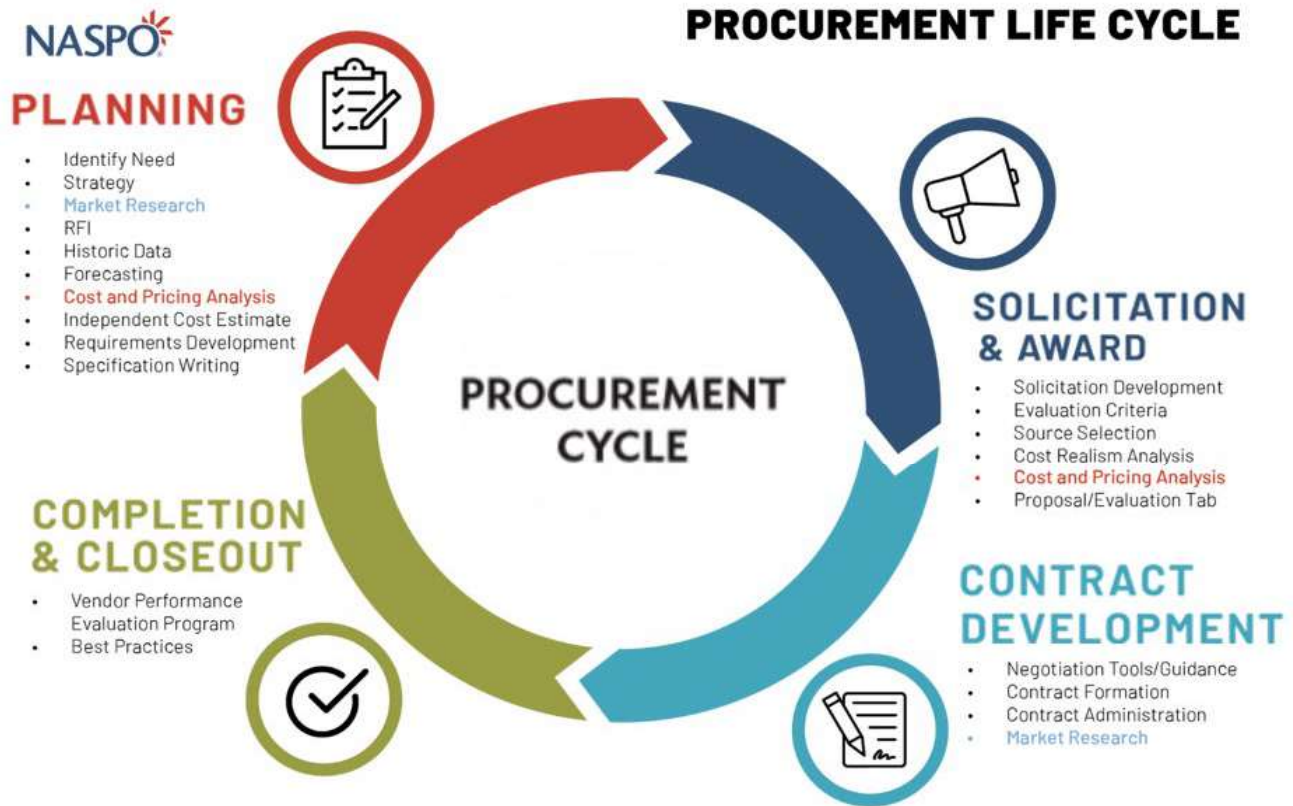
Services include procurement planning assistance, including market research and procurement strategy recommendation; procurement document development including cost/price estimates, quality assurance surveillance plans, statements for work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



analysis; contract administration support services, including assistance reviewing contractor performance, development of contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; competitive sourcing support, including strategic sourcing studies; privatization studies, public-private partnerships, and IT Research, Advisory, and Consulting Services.

The list of potential services within a procurement life cycle **includes but is not limited** to the following items:



The objective of this RFP is to obtain best value and achieve more favorable pricing by leveraging economies of scale than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

The initial term of the master agreement shall be three (3) years. Upon approval by the State Procurement Officer, the master agreements may be extended for up to three (3) additional years. Full term, including renewals, not to exceed six (6) years.

It is anticipated that this RFP may result in Master Agreement awards to multiple Contractors at the Lead State’s discretion.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

The purpose of this solicitation is to select Contractor(s) who can offer all services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program. Full coverage across the nation is our primary goal. Only proposals submitted for nationwide coverage will be considered.

II. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment B, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

III. GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Contact. The following individual is the sole contact for this RFP:

Sandy Anderson, NCCM, NCPO, NCP
State Procurement Manager
1305 Mail Service Center
Raleigh, NC 27699
Sandy.Anderson@doa.nc.gov
(984) 236-0216

B. Electronic Procurement

1. The State has established the North Carolina Electronic Vendor Portal (eVP) to promote an open and transparent system for Offerors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered. **Registration information is available at the following website: <https://evp.nc.gov/>**
2. The State will use eVP to issue the RFP and issue addenda. The State of North Carolina uses the Ariba Sourcing Tool (Sourcing Tool) to submit proposals. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.
3. As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the eVP.
4. **Sourcing Tool Instructions.** Offeror shall review all special instructions located in eVP. Offerors are responsible for ensuring that all necessary files are attached to their offer and uploaded into the Sourcing Tool prior to the proposal deadline.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

Offerors are advised that they should not wait until the last minute to submit their proposal in the Sourcing Tool. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

5. Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments and Exhibits, and any information or materials posted by the Lead State to the RFP website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Sample Master Agreement
5. Attachment E, Participation Information
6. Attachment F, Protest Information
7. Attachment G, Offeror Information, Acknowledgements, and Certifications
8. Attachment H, Offeror Response Worksheet
9. Attachment I, Labor Categories Price Worksheet
10. Attachment J, Claim of Business Confidentiality
11. Attachment K, eVP Registration
12. Attachment L, North Carolina Execution Page (becomes contract cover page and is shown in Attachment D Sample Master Agreement).
13. Attachment M, HUB Supplemental Vendor Info
14. Attachment N, Customer Reference Form
15. Attachment O, Location of Workers Utilized by Vendor
16. Attachment P, Certification of Financial Condition
17. Attachment Q, Certification for Contracts, Grants, Loans, and Cooperative Agreements
18. Attachment R, Solicitation Addendum Certification
19. Exhibit 1, Hawaii's Ts & Cs
20. Exhibit 2, Montana's Ts & Cs
21. Exhibit 3, Idaho's Ts & Cs
22. Exhibit 4, Illinois' Ts & Cs
23. Exhibit 5, Maryland's Ts & Cs
24. Exhibit 6, Virginia's Ts & Cs
25. Exhibit 7, North Carolina's Ts & Cs
26. Exhibit 8, Colorado's Ts & Cs
27. Exhibit 9, Utah's Ts & Cs
28. Exhibit 10, Alaska's Ts & Cs
29. Exhibit 11, Vermont's Ts & Cs

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential data.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

D. Important Dates. All times are North Carolina Standard Time in the Eastern Standard Time (EST). If a component of this schedule, such as "RFP Close Date" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

1. **RFP Release Date:** March 4, 2025
2. **RFP Urged and Cautioned Pre-Proposal Conference:** March 18, 2025 - 12:00 PM EST
3. **RFP Question Deadline:** March 24, 2025 - 2:00 PM EST
4. **RFP Answer Deadline:** April 1, 2025
5. **RFP Close Date:** April 16, 2025 - 2:00 PM EST

Microsoft Teams [Need help?](#)

[Join The Meeting Now](#)

Meeting ID: 238 284 716 183

Passcode: qQ6S8Ng2

DIAL IN BY PHONE

[+1 984-204-1487,,311045877#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 311 045 877#

E. RFP Urged and Cautioned Pre-proposal Conference

March 18, 2025 – 12:00 PM EST

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 286 410 871 197

Passcode: oV636hg7

Dial in by phone

[+1 984-204-1487,,581443458#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 581 443 458#

Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, referenced above, and which conflicts with, supersedes, or adds to requirements in



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

this RFP, must be confirmed by written addendum before it can be considered as a part of this RFP and any resulting contract

F. How to Ask Questions.

1. Read and review this RFP, including all attachments, exhibits, and addenda.
2. Questions related to the content of the solicitation, or the procurement process should be directed to the Procurement Lead (person on the title page of this document) via the Tool's Sourcing Event's message board by the date and time specified in the dates above. Offeror's will enter "RFP # DPC-1428523190-SA – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.
 - i. Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.
 - ii. Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Event in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Offerors shall rely only on written material contained in an Addendum to this RFP.
3. Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.
4. The Lead State may refuse to answer any questions received after the Question/Answer deadline.
5. Questions must reference the specific section of the RFP to which the question relates.

G. Questions Regarding RFP Contents.

If Vendors have questions, or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions above. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

If Vendors have requested modifications to the RFP including modifications to the Terms and Conditions of the RFP, the Vendor is to submit the requested modifications in accordance with Attachment A RFP Terms and Conditions. Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein.

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

H. Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

- I. Proposal Objectives.** One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

J. Proposal Submission Instructions

IMPORTANT NOTE: This is an absolute requirement. Late Proposals, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Offeror shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Offeror's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject an Offeror's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Offeror's Proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Offerors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

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Tips for Using the Sourcing Tool

1. Offerors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Offerors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Offerors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Offerors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

K. Required Format and Content

All Proposals must be submitted in the Sourcing Event.

The maximum file size that the Sourcing Tool can accept is 100MB. Files larger than 100MB must be reduced into two or more files. Offeror can choose to 'zip' files and attach in Sourcing Tool. However, zip files must not exceed 100MB.

IV. OFFEROR RESPONSE

A. How to Respond.

1. Read proposal submission instructions above.
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Offeror Response Worksheet;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Attachment B; and
 - e. Includes all required submissions identified in Section IV OFFEROR RESPONSE, B. Required Submissions.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



3. Submit your proposal by the RFP Close Date via the Sourcing Tool. See Section III General Information and Instructions, B. Electronic Procurement.

B. Required Submissions. The following must be submitted with your proposal:

1. A Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments
2. Any response required to be submitted directly through the Ariba Sourcing Event;
3. Attachment G, Completed and signed Offeror Information, Acknowledgements, and Certifications
4. Attachment H, Offeror Response Worksheet
5. Attachment I, Labor Categories Price Worksheet
6. Attachment J, Claim of Business Confidentiality (if applicable)
7. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information
8. Attachment K, eVP Registration
9. Attachment L, North Carolina Execution Page (becomes contract cover page is shown in Attachment D Sample Master Agreement)
10. Attachment M, HUB Supplemental Vendor Info
11. Attachment N, Customer Reference Form
12. Attachment O, Location of Workers Utilized by Vendor
13. Attachment P, Certification of Financial Condition
14. Attachment Q, Certification for Contracts, Grants, Loans, and Cooperative Agreements

C. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. RFP Overview
2. Attachment A, RFP Terms and Conditions
3. Attachment B, Scope of Work
4. Attachment C, RFP Evaluation Plan
5. Attachment D, Sample Master Agreement
6. Attachment E, Participation Information
7. Attachment F, Protest Information
8. Attachment R, Solicitation Addendum Certification
9. Exhibit 1, Hawaii's Ts & Cs
10. Exhibit 2, Montana's Ts & Cs
11. Exhibit 3, Idaho's Ts & Cs



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

12. Exhibit 4, Illinois' Ts & Cs
13. Exhibit 5, Maryland's Ts and & Cs
14. Exhibit 6, Virginia's Ts and Cs
15. Exhibit 7, North Carolina's Ts & Cs
16. Exhibit 8, Colorado's Ts & Cs
17. Exhibit 9, Utah's Ts & Cs
18. Exhibit 10, Alaska's Ts & Cs
19. Exhibit 11, Vermont's Ts & Cs

V. EVALUATION AND AWARD PROCESS

The awards are divided into two (2) categories, with experience being required

- A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment C, RFP Evaluation Plan.
- B. Proposals will be received from each Offeror as two (2) separate volumes – (1) the Technical Proposal and (2) the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
- C. No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Offeror's proposal.
- D. At that date and time specified in the RFP Close Date above, unless modified by Addendum, the package containing the technical proposals from each responding Offeror will be publicly opened and the name of each Offeror announced publicly. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will remain unopened in the Sourcing Tool until cost proposals are opened and evaluated at a later date.
- E. Upon completion of the technical evaluation, the cost proposals of those Offerors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Offeror will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an Offeror's pricing position.
- F. If negotiations are authorized and anticipated under N.C.G.S. 143-49 and 01 NCAC 05B.0503, pricing shall not be public until award.
- G. Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.
- H. Following approval of NASPO ValuePoint and after a final selection(s) are made, the Lead State will issue contract award notices. Contract award notices are sent only to the Offeror or Offerors awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



- I. Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Attachment B
SCOPE OF WORK

I. Definitions

The following definitions apply to this solicitation. Attachment A RFP Terms and Conditions and Attachment D Sample Master Agreement also contain definitions of terms used in this solicitation.

- A. **Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization’s current structure and processes into a Category Management structure.
- B. **A la carte basis** means a separate price for each service offered by the Contractor.
- C. **Best value** as defined for purposes of this solicitation means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the Lead State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.
- D. **Contract Administrator** representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- E. **Contract Manager:** A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- F. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP WILL NOT INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**
- G. **Contractor** means the person having a contract with a governmental body.
- H. **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.
- I. **Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- J. **Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.
- K. **Grant** means 1. A transfer of federal government funds to state or local governments to support



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services, or construction.

- L. **Inherently Governmental Duties** means those duties which shall only be performed by a government employee.
- M. **IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities.
- N. **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- O. **Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is North Carolina.
- P. **Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.
- Q. **Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.
- R. **Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.
- S. **Prime Contractor** means the Contractor awarded a contract in either award category, PASS or IT RAC.
- T. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.
- U. **Proposer** has the same meaning as Offeror.
- V. **Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- W. **Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

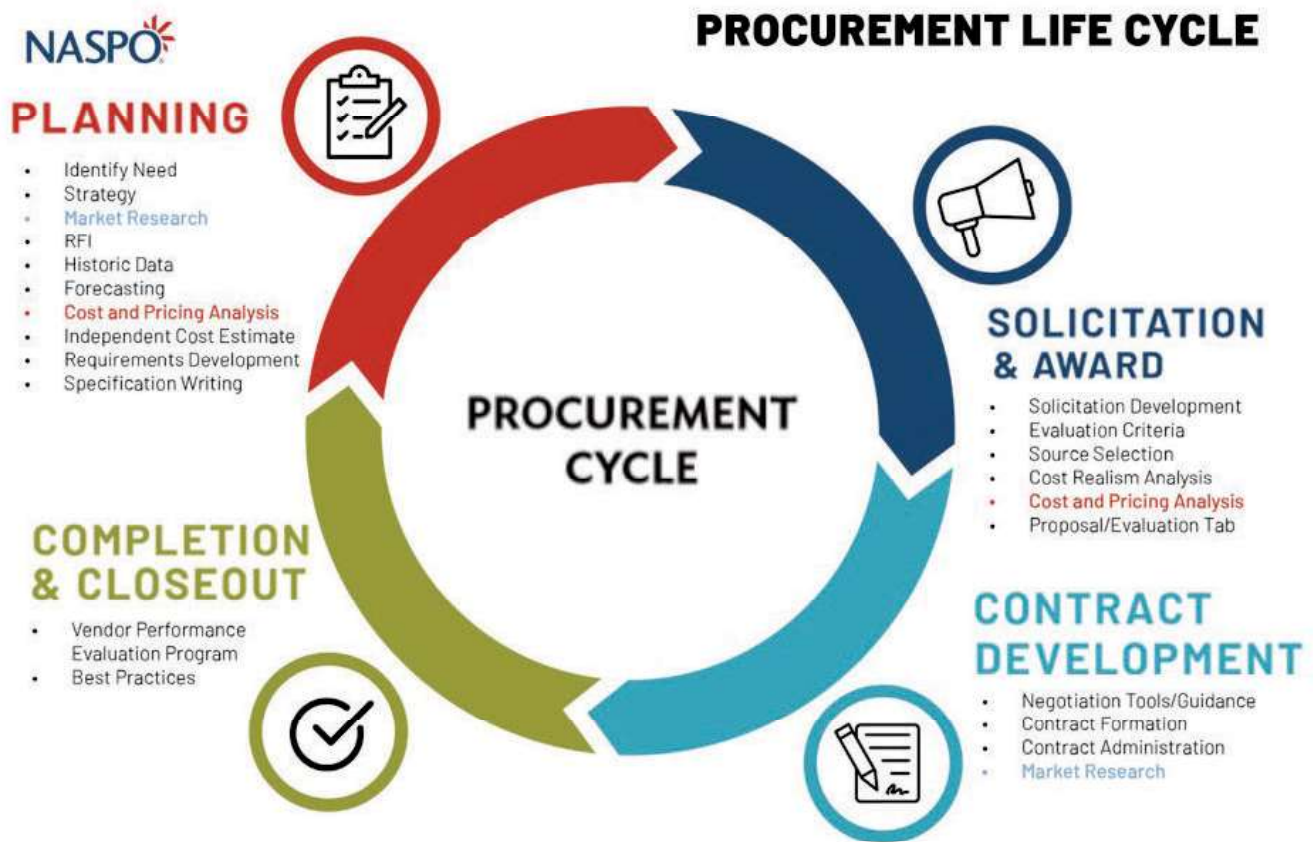


- X. **Subcontractor** means a Contractor contracted for work by the Prime Contractor.
- Y. **Target Market** means a particular group of consumers at which a product or service is aimed.
- Z. **Task Order** means work needed by a Participating Entity to be performed by the Contractor. The Task Order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

II. Introduction

The State of North Carolina’s Department of Administration (DOA) on behalf of the participating NASPO ValuePoint states plans to establish a vendor list for procurement assistance and support services and IT research, advisory, and consulting services. The objective is to provide a wide range of professional procurement support services to North Carolina and any of the other forty-nine states, District of Columbia, and US territories (that choose to participate) in the areas of planning and market research; pre-award and source selection; post-award contract management; policy support; category management; and vendor performance review planning and other support services.

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





Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

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

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

III. **Contractor Responsibility**

The Contractor shall be able to provide **all services in either Award Category 1 (PASS) or Award Category 2 (IT Research, Advisory, and Consulting Services)** described below. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the services needed as the Prime Contractor.

IV. **General Requirements**

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

V. Task Orders

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

A. Participating Entity Initial Project Needs Assessment:

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

B. Statement of Work Development:

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

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



c. Goal and outcome measures.

C. Contract Services

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

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

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

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

The Contractor shall present the following at each review:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

D. Services – Purchasing Entity Furnished Materials and Facilities

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

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

Documentation - All existing documentation, relevant to a task accomplishment, may be made available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

E. Travel

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

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

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

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

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

F. Post Award Management Plan

- 1. Quality Control.** The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.
- 2. Performance Management Plan (PMP).** The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. The plan shall include the approval process to replace any key personnel, when applicable.

3. The PMP shall include, but not be limited to, the following information:

- Planned initiatives and key events
- Staffing Plan
- Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
- Subcontract Management (if applicable)

The PMP shall be approved by the Lead State Contract Administrator (CA), and there will be no deviation from the PMP, unless agreed to by the Contractor and CA. Where the Contractor identifies deviations from the plan, the Contractor shall provide the supporting rationale necessitating the deviation, in a written submission to the CA. It is the Contractor's responsibility to keep the PMP up-to-date.

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

G. Additional Contractor Requirements

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

VI Service Expectations

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Category 1 – PASS:

An Offeror may click on the hyperlink for each subcategory and will be taken to the corresponding location in the document for the applicable requirements.

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

1. Subcategory One – Procurement Strategy/Strategy Plan

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

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

Acquisition Background

- Description of Requirement/Statement of Need
- Conditions
- Background and Contract History
- Contract Type: Unit costs or lump sum
- Performance Period
- Capability and capacity of Performance
- Estimated Schedule
- Estimated cost/budget

Plan of Action

- Service Description
- Potential Sources
- Market Research Results/Interested Sources
- Acquisition Approach
- Competition
- Source Selection Procedures



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Contracting Considerations or Incentives
Other Considerations

Contract Administration

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor’s performance of SOW through checklist(s)

2. **Research/Reports.** The Contractor shall research existing Government-wide contracts for available products and services. Contractor shall evaluate different approaches to and sources for acquisition support. Contractor shall research available suppliers and compare the services and costs of obtaining support from difference providers. Information gathered shall be provided in a report form for use the development of a procurement plan.

Contractor shall provide advice and recommendation for all elements in procurement plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government-wide contracts for available products and services. Evaluate different approaches to and sources for procurement support. Research available suppliers and compare services and costs of obtaining support from the different providers.

Outputs: Written acquisition/procurement plans.

2. Subcategory Two – Independent Government Cost Estimate

An Independent Government Cost Estimate (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor. Such Contractor remains confidential and will not be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever. The IGCE is an unbiased realistic cost estimate that reflects a clear understanding of the requirements. IGCEs serve various functions as:

- A projected, anticipated, or probable cost;
- A benchmark for establishing cost/price analysis;
- An analysis of reasonable and required resources to perform the contract; and
- A justification for decisions made throughout the procurement life cycle.

Specifically, IGCEs are used to project and reserve funds for acquisitions, determine if assumptions in a cost proposal are based on the same or similar assumptions, and determine fair and reasonable pricing.

This category of services is for **consultation and/or assistance in the development** of IGCEs. Government agencies do not always have sufficient resources or expertise to conduct these cost estimates on their own and may rely on third party Contractors to generate these reports on their behalf. Contractors providing these services under the resultant cooperative agreement shall be required to sign non-disclosure agreements and may not have a vested interest in the contract for which the Contractor is generating the estimate. Contractor must be unbiased and objective in its approach and methodologies.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Services within this category are as follows:

1. Data Collection. Contractor shall collaborate with the agency to gain a thorough understanding of the contract scope of work for which the IGCE is being generated. Contractor shall establish a plan that identifies stakeholders and other resource requirements necessary to generate the IGCE, including a schedule that specifies the start date and delivery date for the final report, and a list of all potential sources of information required to complete the cost estimate.

At a minimum, the Contractor shall request and receive the following information:

- Statement of Work (SOW) and supporting scope documents (solicitations, drawings, plans, etc.)
- Any agency-developed cost estimates or contractor cost proposal and technical approach.
- Basis of Estimate (BOE), including a description of the scope, methodologies, references and defining deliverables, assumptions and exclusions, clarifications, adjustments, and level of uncertainty.

Other documentation or information that is useful in performing an IGCE include, but are not limited to:

- Past purchases of similar products or services
 - Market research and knowledge of current economic conditions
 - Proposal narrative, including background
 - Work Breakdown Structure (WBS) and WBS Dictionary
 - Project schedule
 - Risk management plan
 - Rates for fees or other mark-ups
 - Lists of government-furnished property, equipment or services
 - Cost estimate back-up documentation such as contracted labor rates and associated mark-ups, subcontracted quotes, specification sheets, purchase orders, and catalog cut sheets
2. Sufficiency Review. Once all requested information has been received, Contractor shall review the information for sufficiency to ensure adequate quantity and quality of data exists to develop an accurate and effective IGCE. The Sufficiency Review serves to:
 - Determine all costs involved in performing the contract scope of work, including any direct and indirect costs as well as contractor profits and fees.
 - Examine the information to ensure that it meets the technical requirements for its intended purpose.
 - Determine whether the information is clearly documented, well organized, and presented at an appropriate level of detail, and that summary documents are traceable to the supporting documentation.
 - Look at the depth and breadth of the supporting documents, and data contained therein.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

The Sufficiency Review may determine that certain documentation is insufficient for proceeding with the cost estimate. In such instances, Contractor shall notify the agency, provide a list of the documents that are insufficient, and provide reasons for the finding or specific information needed to make the document acceptable.

3. Data Analysis. Data Analysis consists of two components: review and analysis. The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a thorough review of the SOW, agency-developed cost estimates or contractor-developed cost estimate or proposal, BOE, and any other sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

Once the IGCE is generated, the estimate must be validated. Contractor shall employ the appropriate cost-validation techniques to test the cost estimate and determine whether it is reasonable and includes all necessary costs. Some commonly-accepted techniques include spot checking and preparing a check estimate. Offerors shall detail in their proposals the cost-validation techniques they utilize to validate cost estimates.

4. Results Reporting. Contractor shall prepare an in-depth IGCE report detailing its findings. The IGCE report prepared by the Contractor shall describe the BOE and provide the agency with recommendations based on the findings to assist in decision-making throughout the procurement life cycle. Contractor may be required to update the IGCE report as the acquisition progresses through the different phases of the procurement life cycle.

Contractor shall provide services that may include but are not limited to research and analysis of past purchases of similar products or services, current market value of the products or services, or other agency purchases of similar products and services.

Outputs: IGCEs.

3. Subcategory Three – Specifications/Scope of Work Review

After a need is determined, the quality, price and the performance of a product or service depend almost entirely on the purchase description used to communicate the requirement. If a specification was used as a method of describing the requirement, which mostly happens for services, that specification must be clear and concise. Challenges by potential suppliers, costly delays in completing a project or unnecessary problems further down the line are, in most instances, attributed to an improper, inadequate description of definition or requirements. The additional effort spent at the beginning of the procurement lifecycle increases the probability of full satisfaction in meeting the needs of the end-user, procurement and contract specialist and Contractor/supplier.

This category of services is for the **review and/or assistance in development** of a scope of work (SOW) or specification(s). If not available in-house, the technical specification development by a subject-matter-expert shall be obtained/contracted by the awarded Contractor(s) for this category. Services within this category are as follows:

1. Review Services. Provide recommendation to amend/develop specifications/SOW to produce



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:

- The wording of the scope shall be precise.
 - The overall message should be clear and understandable.
 - The specification should simplify the process.
 - The tolerances should be reasonable.
 - The scope/specification should provide a relatively easy process to verify acceptance or rejection.
 - The specification should be exact.
 - The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
 - The specification/SOW should provide some built-in flexibility that is applicable to the industry.
2. Requirement Analysis. Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. The Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services that are available in the market at fair and reasonable prices. Requirement analysis services shall include review, analysis and recommendation and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:
- Eliminate a requirement that is not cost effective.
 - Improve the quality level without impacting the cost(s).
 - Describe requirement(s) of quality standards to increase the service life.
 - Achieve total value, i.e. not only initial expense as the award factor.
3. Specification Writing (Technical). Contractors' support team members shall possess strong communication skills and expertise in needed topics and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

Contractor(s) shall be able to provide specification writing services for all types of specifications, such as design, specifications, performance specifications, or market grades to name a few.

The Contractor shall assist in the development and preparation of pre-award Request for Information (RFI), Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Note: State to state may vary on what they call SOW, i.e. statement of work, statement of need, scope of work, etc.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Outputs: SOWs; SOOs; PWSs; and related documents, i.e. restrictive specifications justification.

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor’s performance of SOW through checklist(s)

4. Subcategory Four – Market Research

Market Research is a necessary step to identify available sources to meet the needs of any given solicitation. Market research refers to the examination of available sources to find the available sources of supply which may identify critical business requirements. Due to limited resources or timing, agencies may require the assistance of an outside Contractor to provide necessary data to develop a solicitation that will reach the widest distribution possible.

This category of services is for **consultation and/or assistance with market research services**. Services within this category are as follows:

Market Research Services – Contractor shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. The Contractor shall provide advice and recommendation for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestone, etc. Research existing Government-wide contracts for available products and services. Research available suppliers and compare services and costs of obtaining support from the different providers.

The market research team should consider the following:

-
- The overall budget for the project should be clearly stated and the funding source should be identified prior to commencement of services.
- The Market Research Plan should be agreed upon by all parties before any commencement of services.
- The methodology to be used should be clearly specified and agreed upon by all parties.
- The research should have a simplified process.
- The target markets should be clearly identified.
- The research should be broad enough to capture the largest possible data set.
- The research should not be overly restrictive.
- The research should provide some built-in flexibility that is applicable to industry.

Outputs: Market research documentation.

5. Subcategory Five – Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a Request for Proposal (RFP) is released will assist a State in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and if the budget for said project is realistic. Cost & Pricing Analysis is a key component to predicting the viability of a project. Because of limited resources or timing, agencies may require the assistance of an outside Contractor to assist with a Cost & Pricing Analysis for stakeholder review.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Cost & Pricing Analysis may also be conducted after BAFOs are received. Cost & Pricing Analysis may also be conducted post award for contract renewals, modifications, or assistance in determination of termination due to non-compliance with contract terms.

This category of services is for **consultation and/or assistance with cost & pricing analysis services**. Services within this category are as follows:

Cost & Pricing Analysis – Contractor shall assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Stakeholders to make sound decisions on the financial viability of a project.

Cost & Pricing Analysis services shall include, but are not limited to:

- Developing plans and alternatives for effective price competition
- Informing states of impact of budget on technical, contract, and pricing outcomes
- Developing approach for State's/Stakeholder' budget planning
- Developing cost proposal solicitation documents to aid states in the development of the RFP
- Analyzing contracts/programs to assess price competitiveness
- Providing alternatives and research for stakeholders
- Providing estimates (case-by-case based on need of State/Stakeholder).
- Demonstrating value of RFP and/or new system/product to State/Stakeholder
- Providing a Make-or-buy analysis
- Providing a Go, no-go analysis
- Developing and analyzing BAFO requests
- Determining that the prices submitted by Offerors are acceptable, fair and reasonable
- Providing cost analysis during RFP evaluation – services performed to help States/Stakeholders analyze the cost proposals of several vendors to find best value
- Developing evaluation support documentation to help States/Stakeholders validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, and materials)
- Performing independent review of each cost element within an Offeror's cost proposal
- Providing post-award services (contract renewals, modifications, assistance in determination of termination if not in compliance with contract terms)
- Burn Rate Analysis
- Analysis of Change Orders & Modifications
- Award fee/incentive fee analysis
- Closeout payment analysis

Outputs: Cost and pricing analyses.

6. Subcategory Six – Solicitation Review or Preparation

The solicitation document is the official document inviting the vendor community to respond to the needs of the government entity. The solicitation should foster competition and ensure fair and equitable treatment of interested parties. Competition has multiple levels. Competition exists not only in prices



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

but also in the technical competence of the vendors and in the quality of their products or services. The request for proposal process allows the opportunity for vendors to submit innovative solutions, increasing the Government's latitude of choice and assuring the reasonableness of costs.

This category of services is for the **review and/or development** of a solicitation document. Services within this category would be as follows:

1. **Review Services** Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:
 - Scope of work, statement of work or specifications.
 - Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.
 - Evaluation criteria.
 - Bidder/Offeror qualifications.
 - Proposal format.
 - Administrative and Technical Response Requirements.
 - Price and Cost sheets.
 - Contract administration, post award.
 - Payment terms.
2. **RFP Development.** Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

7. Subcategory Seven – Source Selection

The nature of the source selection planning process, the techniques for obtaining information, the procedures used in evaluation, and the decision-making methods vary from procurement to procurement. Source selection planning entails: preparing to receive bids or proposals, preparing to apply evaluation criteria, and determining standards to select a Contractor. Proposals are often separated into technical and price sections with each evaluated separately. Evaluation may be complex, requiring a panel of experts. Some proposal evaluation may require a consultant's assistance. The Source Selection Plan (SSP) should include: evaluation criteria, evaluation standards, weighting system, screening system, and source selection process.

This category of services is for **assistance in preparation of a source selection plan and source selection activities**. Services within this category are as follows:

Source Selection – Contractor shall develop and prepare source selection plans, in accordance with State statute and rules; instruct evaluation team members on roles and responsibilities; act in the capacity of an advisory role during the evaluation, which may include cost estimating or technical subject matter



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

expertise; ensure Conflict of Interest/Nondisclosure forms are signed; prepare evaluation sheets or score sheets; and prepare draft of source selection decision memorandum.

Outputs: Source Selection Plans (SSP), Evaluation Sheets

8. Subcategory Eight – Cost Realism Analysis

Cost Realism Analysis is usually conducted after cost proposals have been received in response to a RFP. Cost Realism Analysis may be requested by States to determine if all components of cost have been contemplated from all vendors. Determining if cost proposals are acceptable and fair will assist States in a successful evaluation and award of a contract which is in the best interest of the State. Cost realism is about the system of logic, the assumptions about the future, and the reasonableness of the historical basis of the estimate. It's about the estimating information (cost data) that makes up the foundation of the estimate.

This category of services is for **consultation and/or assistance with cost realism analysis services**. Services within this category are as follows:

Cost Realism – The Contractor shall independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the unique methods of performance and materials described in the Offeror's technical proposal. Cost realism analysis is conducted by evaluating the supportive data that form the bases of the individual elements of cost to determine probable cost of the performance. The probable cost shall be used for the purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

Probable Cost Estimate: is the Purchasing Entity's estimate of what it will cost for the Offeror to complete the contract based on the Purchasing Entity's evaluation of the offeror's technical proposal and proposed costs. This estimate is complimentary with and must be performed in conjunction with all cost realism analyses and is a principal product of the Purchasing Entity in the source selection evaluation process.

Cost Realism services shall include, but are not limited to:

- Determining the Offeror's price is realistic for the work proposed
- Understanding and implementation of contract risk factors
- Developing a Purchasing Entity's probable cost estimate
- Conducting cost to technical realism analysis

Outputs: Cost realism analyses.

9. Subcategory Nine - Contract Development/Contract Formation

The goal of contract development is to reduce in writing contract goals, contract type and contract elements. Identification of contract goals include the description of goods or services; delivery



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

information (if applicable); protection of the financial interests of the agency; and any potential areas of dispute such as defining acceptance, handling wrong product, delays, personality conflicts, breach, payment or changes in a contract. The goals also include change order procedures.

The Contractor shall provide assistance to the government entity in the formulation of the contract between the awarded vendor and government entity.

This category of services is for **consultation and/or assistance with contract development**. Services within this category are as follows:

Contract Development

Requirements of the contractor, and/or their sub-contractor will include:

- A general working knowledge of each individual state's procurement rules and regulations.
- A general working knowledge of the entity's General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.
- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is amicable to both parties.
- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to administer and manage supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

10. Subcategory Ten – Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award. Acquisition consultants can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties.

Services within this category are as follows:



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

1. Contract Administration. Manage the relationship between the Contractor and end user, including the monitoring contract fulfillment on the part of government agencies. Development of the Contract Administration Plan (CAP) which will define how the contract will be administered. Monitor contractor compliance with terms of the contract, including site visits and labor interviews.

The CAP provides a mechanism to reconcile the various contract documents and the order of precedence into a management tool that can be used to focus and govern implementation activities. The plan itself will vary based on the complexity, risk, and scope along with the requirements of each contract. In many cases a CAP should only be developed for high-risk or highly complex procurements. The frame of the plan should focus on the Who, What, When, Where, and How of contract administration. CAPs generally address a common set of topics, with particular emphasis on process, output and outcome. In government contract management, there may be less emphasis on the “process” the contractor uses to achieve the goals of the contract than of the achievement of the expected outputs and outcomes.

While Contract Administration Plans generally share a similar structure, the inclusion of each topic into the CAP should be chosen based on necessity rather than out of formality. Contract Administration Plan topics may include:

- Project description
- Period of performance
- Schedule, critical milestones and/or delivery dates
- Critical path tasks and deliverables
- Roles and responsibilities
- Data and reporting
- Inspection and acceptance
- Personnel requirements
- Testing
- Warranty provisions
- Watch list items
- Special terms and conditions
- Insurance
- Process for managing change and issue resolution

Outputs: Performance Workplan or CAP; Documentation of Contract Performance such as Observation Record, Compliance Record, Discrepancy Record, Unsatisfactory Performance Report, Summary Evaluation Report, Contractor Status Report.

2. Vendor Performance Plan Development/Review. The Contractor shall have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy to understand document. The plan must describe processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to, how to:
 - Improve communication between buyers and vendors regarding performance
 - Encourage better performance and accountability through incentives and penalties



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- Capture performance data
- Identify strategic priorities and set targets
- Capture performance data
- Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how Contractors must receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract and deal with appeals.

3. Contract Modifications. Assist in the preparation of incentive and award fees. Incentive fees are typically dependent upon the performance over a given period and are usually taken in relation to a benchmark index. Award fees provides an additional profit or fee amount that may be awarded, in whole or in part, based upon periodic evaluations of ongoing contractor performance. Assist in review of directed changes, formal changes to the original contract resulting from the buyer’s actions or directions that impact the cost or schedule for performance. Determine if a constructive change has occurred, that is, any action or inaction on the part of the agency that have not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. Contractor can assist government procurement staff and program managers in review and recommendation to make the appropriate contract modification.

Outputs: Award or incentive fee determinations; contract modification determination.

11. Subcategory Eleven – Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file that includes a written report with the description and analysis of the Contractor’s performance. A quality vendor performance review (aka performance evaluation) assesses how the vendor is performing against Key Performance Indicators (KPI)’s and Service Level Agreements (SLA)’s established in the vendor’s contract. However, it can also show non-contractual performance issues, such as incidents that aren’t measured by a service level.

This category for services is for the assistance in the development and implementation of a Vendor Performance Evaluation Program. This does not include vendor performance evaluation for construction contracts. Services within this category are as follows:

Evaluation Program. The contractor shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the contracting agency to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- When the vendor performance evaluation is needed and how often it should be measured.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- The KPI's, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness should be clearly identified along with formulation of templates for the evaluation which shall become standardized.

Output: Key Performance Indicators, Vendor Performance Evaluation Program.

Category 2 – IT Research, Advisory, and Consulting Services

At a minimum, an Offeror responding for Award Category 2, should be able to meet the following:

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

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

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

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

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

**Request for Proposals for
 PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



Value Add/Support Services

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

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

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

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

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

Services within this category are as follows:

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

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

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

2. Value Add 2 – Category Management

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

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

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

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

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

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

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

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

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

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

4. Value Add 4 – Procurement Training

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

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

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

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

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

5. Value Add 5 – Project Management

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

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

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

1. Planning, Logistics and Performance Oversight:

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

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

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

Outputs: Project Management Plan ("PMP"):

6. Value Add 6– Grants Assistance and Management

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Housing and Urban Development (HUD)
- Other federal programs as identified in a specific SOW

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

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

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

There are sixteen (16) Labor Categories for Procurement Assistance Support Services (PASS) and eight (8) Labor Categories for IT Research, Advisory, and Consulting Services.

PASS Labor Categories highlighted in **BLUE**

IT Research, Advisory, and Consulting Services highlighted in **GREEN**

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



PASS LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Program Director (Key Personnel)	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor's Degree or higher from an accredited college or university in a related field. Ten (10) or more years of progressive experience in managing significant projects and processes. Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout. Ability to research and define multiple project scopes, schedules, and targets. Provides expert advice and guidance to agency senior level staff members. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Project Management certification Master's Degree or higher
Program Manager	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> Bachelor's Degree or higher from an accredited college or university in a related field. Eight (8) or more years of providing management for multiple projects/tasks and ongoing operational efforts Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs. Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives Possessing the analytical and evaluative methods and techniques for assessing program development and execution. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> Project Management certification Master's Degree or higher

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Subject Matter Expert III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p>Subject Matter Expert II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Subject Matter Expert I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of progressive experience • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p>Acquisition Support Specialist III (Key Personnel)</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Acquisition Support Specialist II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
<p>Acquisition Support Specialist I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Analyst III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Seven (7) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
<p>Analyst II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
<p>Analyst I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training.

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



	<p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License
<p>Project Manager II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Eight (8) or more years of relevant experience in leading discussions; contributing questions and answers; raising issues, risks, and concerns; and developing and giving presentations. • Organizes, directs, and coordinates the planning and production of all contracts and/or task support activities. Prepares project estimates and work plans using best practices and principles. Ensures success project completion through responsibilities associated with staffing, project planning, project financials, risk management, and staff direction and oversight. Manages and oversees work performance on large size task orders or manages is a senior project manager. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the client. Serves as the primary point of contact for the client on any sized project. Manages staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Bachelor's degree and eight (8) years of general experience or fourteen (14) years of general experience with a high school diploma or G.E.D. • Demonstrates strong interpersonal and communication skills.
<p>Project Manager I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Five (5) years of experience in a related field. • Performs day-to-day management of a single project or significant task assigned on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and maintaining the project schedule and budget. Assist in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p>

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



	<ul style="list-style-type: none"> • Bachelor’s degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
<p>Instructor/Trainer II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associate degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience. • Provides services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Coordinate and monitor presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associate’s degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience or nine (9) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
<p>Instructor/Trainer I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience. • Assist with providing services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Assist with coordinating and monitoring presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience or seven (7) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
<p>Administrative</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree + four (4) years of experience

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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

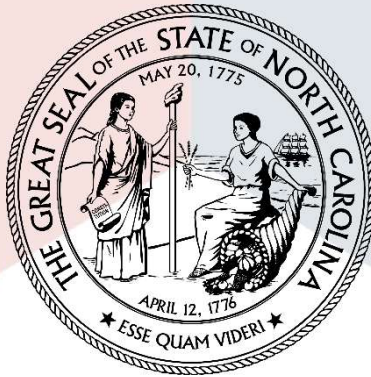
**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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

REQUEST FOR PROPOSALS
for
**PROCUREMENT ASSISTANCE
AND SUPPORT SERVICES**

Issued by
the STATE OF NORTH CAROLINA



In collaboration with



SOLICITATION NUMBER: DPC-1428523190-SA

RFP WEBSITE: <https://evp.nc.gov/>

Sandy Anderson

Procurement Lead



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of North Carolina (“Lead State”) in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements for comprehensive assistant support services within the following two (2) award categories:

1. **Procurement Assistance Support Services (PASS); and**
2. **IT Research, Advisory, and Consulting Services (IT RAC).**

More information on each of these categories and subcategories is provided in Attachment B Scope of Work.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and suppliers, with no membership or registration required. In 2023, contractors reported a combined **\$20 billion** in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP, including a combined **\$96.47 Million** in combined sales through the current Procurement of Acquisition Support Services and IT Research and Advisory Services portfolio.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment E, Participation Information.

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint’s Lead State Model™, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Background. There is a need for procurement assistance and support services in State government. Seasoned procurement personnel are retiring and not replaced quick enough to fill the gap. The intent of this procurement is to contract Procurement Subject Matter Experts to supplement current lack of knowledge and expertise in multiple areas of the procurement lifecycle. The solicitation will also include IT Research, Advisory, and Consulting Services.

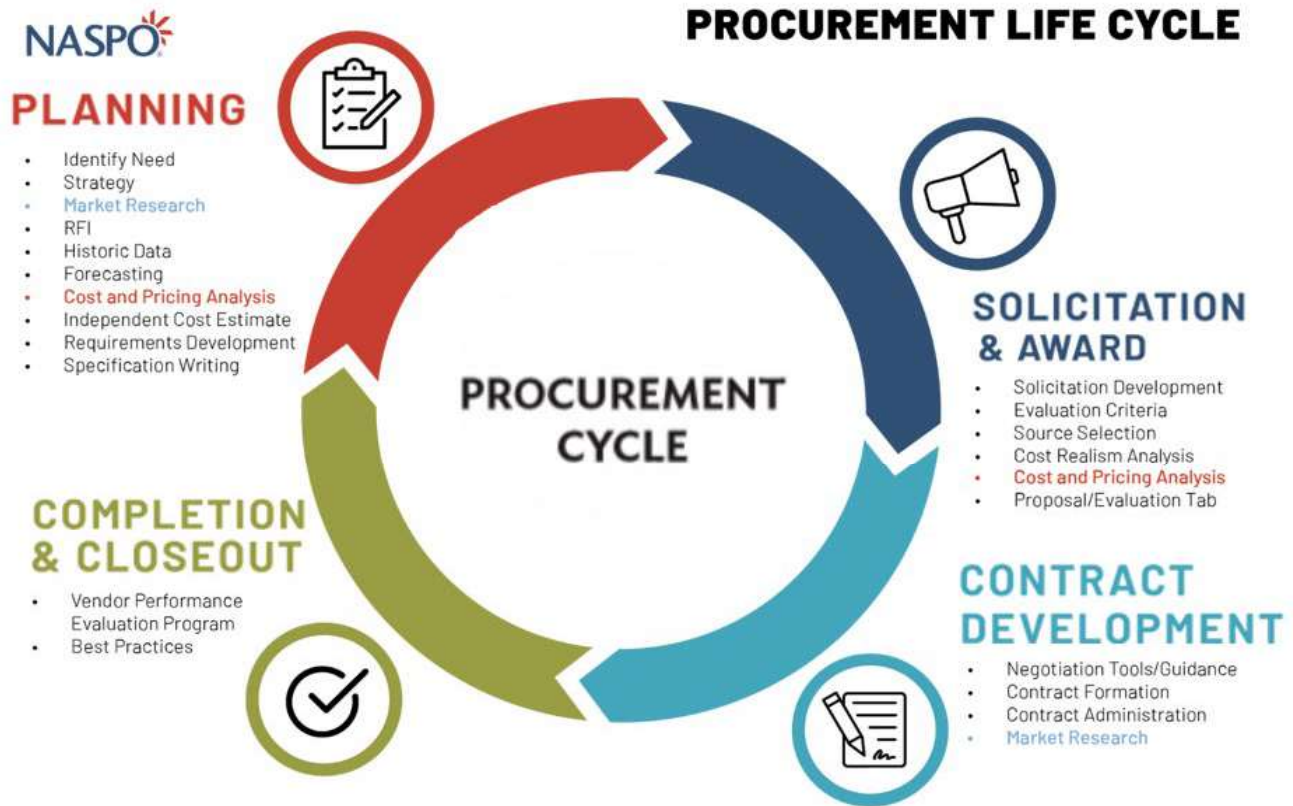
Services include procurement planning assistance, including market research and procurement strategy recommendation; procurement document development including cost/price estimates, quality assurance surveillance plans, statements for work, synopses, solicitations, price negotiation memoranda, etc.; expert assistance in supporting proposal evaluations, including price/cost analysis or technical proposal



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

analysis; contract administration support services, including assistance reviewing contractor performance, development of contract modifications, and investigating reports of contract discrepancies; contract close-out assistance; competitive sourcing support, including strategic sourcing studies; privatization studies, public-private partnerships, and IT Research, Advisory, and Consulting Services.

The list of potential services within a procurement life cycle **includes but is not limited to** the following items:



The objective of this RFP is to obtain best value and achieve more favorable pricing by leveraging economies of scale than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

The initial term of the master agreement shall be three (3) years. Upon approval by the State Procurement Officer, the master agreements may be extended for up to three (3) additional years. Full term, including renewals, not to exceed six (6) years.

It is anticipated that this RFP may result in Master Agreement awards to multiple Contractors at the Lead State’s discretion.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

The purpose of this solicitation is to select Contractor(s) who can offer all services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program. Full coverage across the nation is our primary goal. Only proposals submitted for nationwide coverage will be considered.

II. SCOPE OF WORK

A detailed description of the Deliverables being sought through this RFP is attached as Attachment B, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

III. GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Contact. The following individual is the sole contact for this RFP:

Sandy Anderson, NCCM, NCPO, NCP
State Procurement Manager
1305 Mail Service Center
Raleigh, NC 27699
Sandy.Anderson@doa.nc.gov
(984) 236-0216

B. Electronic Procurement

1. The State has established the North Carolina Electronic Vendor Portal (eVP) to promote an open and transparent system for Offerors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered. **Registration information is available at the following website: <https://evp.nc.gov/>**
2. The State will use eVP to issue the RFP and issue addenda. The State of North Carolina uses the Ariba Sourcing Tool (Sourcing Tool) to submit proposals. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.
3. As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through the eVP.
4. **Sourcing Tool Instructions.** Offeror shall review all special instructions located in eVP. Offerors are responsible for ensuring that all necessary files are attached to their offer and uploaded into the Sourcing Tool prior to the proposal deadline.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

Offerors are advised that they should not wait until the last minute to submit their proposal in the Sourcing Tool. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

5. Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments and Exhibits, and any information or materials posted by the Lead State to the RFP website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C, RFP Evaluation Plan
4. Attachment D, Sample Master Agreement
5. Attachment E, Participation Information
6. Attachment F, Protest Information
7. Attachment G, Offeror Information, Acknowledgements, and Certifications
8. Attachment H, Offeror Response Worksheet
9. Attachment I, Labor Categories Price Worksheet
10. Attachment J, Claim of Business Confidentiality
11. Attachment K, eVP Registration
12. Attachment L, North Carolina Execution Page (becomes contract cover page and is shown in Attachment D Sample Master Agreement).
13. Attachment M, HUB Supplemental Vendor Info
14. Attachment N, Customer Reference Form
15. Attachment O, Location of Workers Utilized by Vendor
16. Attachment P, Certification of Financial Condition
17. Attachment Q, Certification for Contracts, Grants, Loans, and Cooperative Agreements
18. Attachment R, Solicitation Addendum Certification
19. Exhibit 1, Hawaii's Ts & Cs
20. Exhibit 2, Montana's Ts & Cs
21. Exhibit 3, Idaho's Ts & Cs
22. Exhibit 4, Illinois' Ts & Cs
23. Exhibit 5, Maryland's Ts & Cs
24. Exhibit 6, Virginia's Ts & Cs
25. Exhibit 7, North Carolina's Ts & Cs
26. Exhibit 8, Colorado's Ts & Cs
27. Exhibit 9, Utah's Ts & Cs
28. Exhibit 10, Alaska's Ts & Cs
29. Exhibit 11, Vermont's Ts & Cs

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal's content or exclude any relevant or essential data.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

D. Important Dates. All times are North Carolina Standard Time in the Eastern Standard Time (EST). If a component of this schedule, such as "RFP Close Date" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be issued by addendum.

1. **RFP Release Date:** March 4, 2025
2. **RFP Urged and Cautioned Pre-Proposal Conference:** March 18, 2025 - 12:00 PM EST
3. **RFP Question Deadline:** March 24, 2025 - 2:00 PM EST
4. **RFP Answer Deadline:** April 1, 2025
5. **RFP Close Date:** April 16, 2025 - 2:00 PM EST

Microsoft Teams [Need help?](#)

[Join The Meeting Now](#)

Meeting ID: 238 284 716 183

Passcode: qQ6S8Ng2

DIAL IN BY PHONE

[+1 984-204-1487,,311045877#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 311 045 877#

E. RFP Urged and Cautioned Pre-proposal Conference

March 18, 2025 – 12:00 PM EST

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 286 410 871 197

Passcode: oV636hg7

Dial in by phone

[+1 984-204-1487,,581443458#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 581 443 458#

Vendor representatives are URGED and CAUTIONED to attend the pre-proposal conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. A non-mandatory pre-proposal conference is scheduled for this RFP. Submission of a proposal shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this RFP.

Vendor is cautioned that any information released to attendees during the pre-proposal conference, referenced above, and which conflicts with, supersedes, or adds to requirements in



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

this RFP, must be confirmed by written addendum before it can be considered as a part of this RFP and any resulting contract

F. How to Ask Questions.

1. Read and review this RFP, including all attachments, exhibits, and addenda.
2. Questions related to the content of the solicitation, or the procurement process should be directed to the Procurement Lead (person on the title page of this document) via the Tool's Sourcing Event's message board by the date and time specified in the dates above. Offeror's will enter "RFP # DPC-1428523190-SA – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.
 - i. Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.
 - ii. Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Event in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Offerors shall rely only on written material contained in an Addendum to this RFP.
3. Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.
4. The Lead State may refuse to answer any questions received after the Question/Answer deadline.
5. Questions must reference the specific section of the RFP to which the question relates.

G. Questions Regarding RFP Contents.

If Vendors have questions, or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions above. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

If Vendors have requested modifications to the RFP including modifications to the Terms and Conditions of the RFP, the Vendor is to submit the requested modifications in accordance with Attachment A RFP Terms and Conditions. Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein.

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

H. Proposal Structure and Labeling

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

- I. Proposal Objectives.** One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably considered and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP.

J. Proposal Submission Instructions

IMPORTANT NOTE: This is an absolute requirement. Late Proposals, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Offeror shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Offeror's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject an Offeror's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Offeror's Proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Offerors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Offerors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Offerors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Offerors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Offerors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

K. Required Format and Content

All Proposals must be submitted in the Sourcing Event.

The maximum file size that the Sourcing Tool can accept is 100MB. Files larger than 100MB must be reduced into two or more files. Offeror can choose to 'zip' files and attach in Sourcing Tool. However, zip files must not exceed 100MB.

IV. OFFEROR RESPONSE

A. How to Respond.

1. Read proposal submission instructions above.
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Offeror Response Worksheet;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Attachment B; and
 - e. Includes all required submissions identified in Section IV OFFEROR RESPONSE, B. Required Submissions.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

3. Submit your proposal by the RFP Close Date via the Sourcing Tool. See Section III General Information and Instructions, B. Electronic Procurement.

B. Required Submissions. The following must be submitted with your proposal:

1. A Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments
2. Any response required to be submitted directly through the Ariba Sourcing Event;
3. Attachment G, Completed and signed Offeror Information, Acknowledgements, and Certifications
4. Attachment H, Offeror Response Worksheet
5. Attachment I, Labor Categories Price Worksheet
6. Attachment J, Claim of Business Confidentiality (if applicable)
7. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information
8. Attachment K, eVP Registration
9. Attachment L, North Carolina Execution Page (becomes contract cover page is shown in Attachment D Sample Master Agreement)
10. Attachment M, HUB Supplemental Vendor Info
11. Attachment N, Customer Reference Form
12. Attachment O, Location of Workers Utilized by Vendor
13. Attachment P, Certification of Financial Condition
14. Attachment Q, Certification for Contracts, Grants, Loans, and Cooperative Agreements

C. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. RFP Overview
2. Attachment A, RFP Terms and Conditions
3. Attachment B, Scope of Work
4. Attachment C, RFP Evaluation Plan
5. Attachment D, Sample Master Agreement
6. Attachment E, Participation Information
7. Attachment F, Protest Information
8. Attachment R, Solicitation Addendum Certification
9. Exhibit 1, Hawaii's Ts & Cs
10. Exhibit 2, Montana's Ts & Cs
11. Exhibit 3, Idaho's Ts & Cs



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

12. Exhibit 4, Illinois' Ts & Cs
13. Exhibit 5, Maryland's Ts and & Cs
14. Exhibit 6, Virginia's Ts and Cs
15. Exhibit 7, North Carolina's Ts & Cs
16. Exhibit 8, Colorado's Ts & Cs
17. Exhibit 9, Utah's Ts & Cs
18. Exhibit 10, Alaska's Ts & Cs
19. Exhibit 11, Vermont's Ts & Cs

V. EVALUATION AND AWARD PROCESS

The awards are divided into two (2) categories, with experience being required

- A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment C, RFP Evaluation Plan.
- B. Proposals will be received from each Offeror as two (2) separate volumes – (1) the Technical Proposal and (2) the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
- C. No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Offeror's proposal.
- D. At that date and time specified in the RFP Close Date above, unless modified by Addendum, the package containing the technical proposals from each responding Offeror will be publicly opened and the name of each Offeror announced publicly. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will remain unopened in the Sourcing Tool until cost proposals are opened and evaluated at a later date.
- E. Upon completion of the technical evaluation, the cost proposals of those Offerors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Offeror will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an Offeror's pricing position.
- F. If negotiations are authorized and anticipated under N.C.G.S. 143-49 and 01 NCAC 05B.0503, pricing shall not be public until award.
- G. Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.
- H. Following approval of NASPO ValuePoint and after a final selection(s) are made, the Lead State will issue contract award notices. Contract award notices are sent only to the Offeror or Offerors awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



- I. Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Attachment B

SCOPE OF WORK

I. Definitions

The following definitions apply to this solicitation. Attachment A RFP Terms and Conditions and Attachment D Sample Master Agreement also contain definitions of terms used in this solicitation.

- A. **Action Plan** is the comprehensive research summary completed by the Contractor which outlines the insights found and provides the steps needed to convert an organization's current structure and processes into a Category Management structure.
- B. **A la carte basis** means a separate price for each service offered by the Contractor.
- C. **Best value** as defined for purposes of this solicitation means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the Lead State is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods or services, delivery and proposed technical performance.
- D. **Contract Administrator** representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
- E. **Contract Manager**: A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
- F. **Construction** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term includes the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property. **NOTE: ANY RESULTING CONTRACT TO THIS RFP WILL NOT INCLUDE SERVICES TO SUPPORT CONSTRUCTION PROCUREMENT.**
- G. **Contractor** means the person having a contract with a governmental body.
- H. **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified number of services.
- I. **Goods** means all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- J. **Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, government corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State.
- K. **Grant** means 1. A transfer of federal government funds to state or local governments to support



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

or stimulate programs authorized by federal or state laws in order to accomplish objectives that are locally defined and managed under a broad federal or state program. 2. The furnishing of assistance by a jurisdiction, whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services, or construction.

- L. **Inherently Governmental Duties** means those duties which shall only be performed by a government employee.
- M. **IT Consulting Services** means services provided by firms who focus on providing the following services: writing, testing and supporting custom software; planning and designing integrated hardware, software and communication infrastructure; and on-site management of computer systems and data processing facilities.
- N. **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- O. **Lead State** means the State conducting this cooperative procurement, evaluation, and award, which for this procurement is North Carolina.
- P. **Market Research** means the gathering and studying of data relating to consumer preferences and purchasing power. In relation to the procurement life cycle, Market Research means the examination of available sources of information to find available sources of supply to meet the needs of any given procurement.
- Q. **Market Research Plan** means the process that one will follow to gather, analyze, and interpret information about a particular market. The plan would define market research approaches and include different types of market research to undertake for maximum impact.
- R. **Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.
- S. **Prime Contractor** means the Contractor awarded a contract in either award category, PASS or IT RAC.
- T. **Proposal** means the official written response submitted by an Offeror in response to this Request for Proposals.
- U. **Proposer** has the same meaning as Offeror.
- V. **Request for Proposals or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- W. **Statement of Work** defines the services to be delivered by the Contractor. Note: For the purposes of this RFP, statement of work describes the services within a Task Order when requesting quotes from awarded Contractor(s).

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

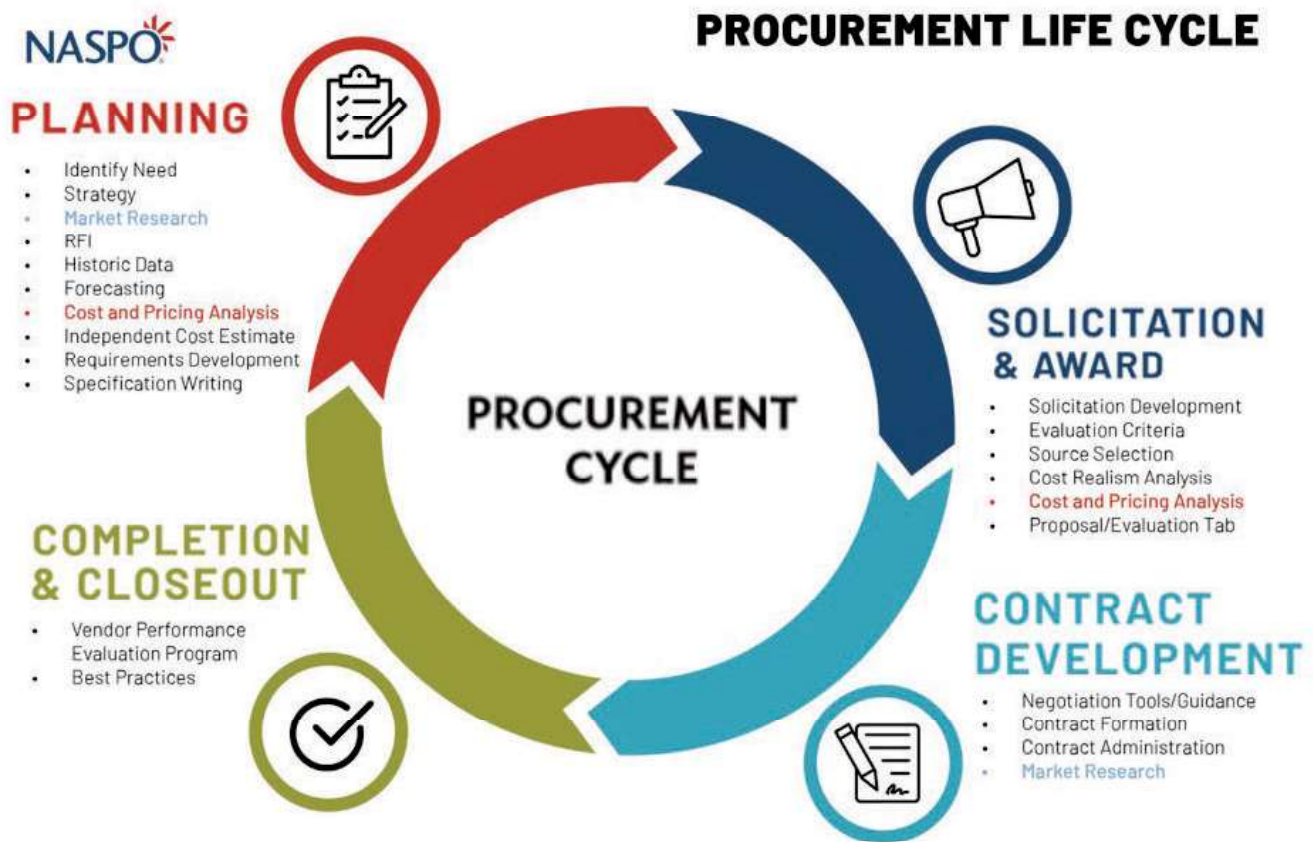


- X. **Subcontractor** means a Contractor contracted for work by the Prime Contractor.
- Y. **Target Market** means a particular group of consumers at which a product or service is aimed.
- Z. **Task Order** means work needed by a Participating Entity to be performed by the Contractor. The Task Order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

II. Introduction

The State of North Carolina’s Department of Administration (DOA) on behalf of the participating NASPO ValuePoint states plans to establish a vendor list for procurement assistance and support services and IT research, advisory, and consulting services. The objective is to provide a wide range of professional procurement support services to North Carolina and any of the other forty-nine states, District of Columbia, and US territories (that choose to participate) in the areas of planning and market research; pre-award and source selection; post-award contract management; policy support; category management; and vendor performance review planning and other support services.

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





Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

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

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

III. **Contractor Responsibility**

The Contractor shall be able to provide **all services in either Award Category 1 (PASS) or Award Category 2 (IT Research, Advisory, and Consulting Services)** described below. If the Contractor does not maintain the subject matter expert in-house, it will be their responsibility to secure the services needed as the Prime Contractor.

IV. **General Requirements**

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

V. Task Orders

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

A. Participating Entity Initial Project Needs Assessment:

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

B. Statement of Work Development:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

c. Goal and outcome measures.

C. Contract Services

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

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

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

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

The Contractor shall present the following at each review:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

D. Services – Purchasing Entity Furnished Materials and Facilities

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

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

Documentation - All existing documentation, relevant to a task accomplishment, may be made available to the Contractor. The Contractor will be required to prepare documentation in accordance with defined guidelines provided by the Purchasing Entity.

E. Travel

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

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

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

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

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

F. Post Award Management Plan

1. **Quality Control.** The Contractor shall provide quality services/products and management oversight of all processes. The Contractor shall provide accurate data/reports and meet task order objectives, with emphasis on overall success and positive impact to the acquisition program and organizational mission. The Contractor shall provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to accomplish the task order.
2. **Performance Management Plan (PMP).** The Contractor shall develop and maintain throughout the contract, a Performance Management Plan (PMP), that shall be used as a



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

foundation for technical direction, resources management planning and the method of assuring quality performance during this contract. The plan shall include the approval process to replace any key personnel, when applicable.

3. The PMP shall include, but not be limited to, the following information:

- Planned initiatives and key events
- Staffing Plan
- Contractor/Government Organizational relationships, including Subcontractors and problem escalation process
- Subcontract Management (if applicable)

The PMP shall be approved by the Lead State Contract Administrator (CA), and there will be no deviation from the PMP, unless agreed to by the Contractor and CA. Where the Contractor identifies deviations from the plan, the Contractor shall provide the supporting rationale necessitating the deviation, in a written submission to the CA. It is the Contractor's responsibility to keep the PMP up-to-date.

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

G. Additional Contractor Requirements

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

VI Service Expectations

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Category 1 – PASS:

An Offeror may click on the hyperlink for each subcategory and will be taken to the corresponding location in the document for the applicable requirements.

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

1. Subcategory One – Procurement Strategy/Strategy Plan

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

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

Acquisition Background

- Description of Requirement/Statement of Need
- Conditions
- Background and Contract History
- Contract Type: Unit costs or lump sum
- Performance Period
- Capability and capacity of Performance
- Estimated Schedule
- Estimated cost/budget

Plan of Action

- Service Description
- Potential Sources
- Market Research Results/Interested Sources
- Acquisition Approach
- Competition
- Source Selection Procedures



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Contracting Considerations or Incentives
Other Considerations

Contract Administration

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor’s performance of SOW through checklist(s)

2. Research/Reports. The Contractor shall research existing Government-wide contracts for available products and services. Contractor shall evaluate different approaches to and sources for acquisition support. Contractor shall research available suppliers and compare the services and costs of obtaining support from difference providers. Information gathered shall be provided in a report form for use the development of a procurement plan.

Contractor shall provide advice and recommendation for all elements in procurement plans, including approaches, options, strategies, risks, contracting methods, competition, sources, cost, milestone schedule, etc. Research existing Government-wide contracts for available products and services. Evaluate different approaches to and sources for procurement support. Research available suppliers and compare services and costs of obtaining support from the different providers.

Outputs: Written acquisition/procurement plans.

2. Subcategory Two – Independent Government Cost Estimate

An Independent Government Cost Estimate (IGCE) is a tool developed by government personnel to estimate the costs incurred by a Contractor in the performance of a contract. An IGCE is generated by the government, who may utilize and obtain input from an outside Contractor. Such Contractor remains confidential and will not be allowed to respond to a solicitation for which it participated in the IGCE in any manner whatsoever. The IGCE is an unbiased realistic cost estimate that reflects a clear understanding of the requirements. IGCEs serve various functions as:

- A projected, anticipated, or probable cost;
- A benchmark for establishing cost/price analysis;
- An analysis of reasonable and required resources to perform the contract; and
- A justification for decisions made throughout the procurement life cycle.

Specifically, IGCEs are used to project and reserve funds for acquisitions, determine if assumptions in a cost proposal are based on the same or similar assumptions, and determine fair and reasonable pricing.

This category of services is for **consultation and/or assistance in the development** of IGCEs. Government agencies do not always have sufficient resources or expertise to conduct these cost estimates on their own and may rely on third party Contractors to generate these reports on their behalf. Contractors providing these services under the resultant cooperative agreement shall be required to sign non-disclosure agreements and may not have a vested interest in the contract for which the Contractor is generating the estimate. Contractor must be unbiased and objective in its approach and methodologies.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Services within this category are as follows:

1. Data Collection. Contractor shall collaborate with the agency to gain a thorough understanding of the contract scope of work for which the IGCE is being generated. Contractor shall establish a plan that identifies stakeholders and other resource requirements necessary to generate the IGCE, including a schedule that specifies the start date and delivery date for the final report, and a list of all potential sources of information required to complete the cost estimate.

At a minimum, the Contractor shall request and receive the following information:

- Statement of Work (SOW) and supporting scope documents (solicitations, drawings, plans, etc.)
- Any agency-developed cost estimates or contractor cost proposal and technical approach.
- Basis of Estimate (BOE), including a description of the scope, methodologies, references and defining deliverables, assumptions and exclusions, clarifications, adjustments, and level of uncertainty.

Other documentation or information that is useful in performing an IGCE include, but are not limited to:

- Past purchases of similar products or services
 - Market research and knowledge of current economic conditions
 - Proposal narrative, including background
 - Work Breakdown Structure (WBS) and WBS Dictionary
 - Project schedule
 - Risk management plan
 - Rates for fees or other mark-ups
 - Lists of government-furnished property, equipment or services
 - Cost estimate back-up documentation such as contracted labor rates and associated mark-ups, subcontracted quotes, specification sheets, purchase orders, and catalog cut sheets
2. Sufficiency Review. Once all requested information has been received, Contractor shall review the information for sufficiency to ensure adequate quantity and quality of data exists to develop an accurate and effective IGCE. The Sufficiency Review serves to:
 - Determine all costs involved in performing the contract scope of work, including any direct and indirect costs as well as contractor profits and fees.
 - Examine the information to ensure that it meets the technical requirements for its intended purpose.
 - Determine whether the information is clearly documented, well organized, and presented at an appropriate level of detail, and that summary documents are traceable to the supporting documentation.
 - Look at the depth and breadth of the supporting documents, and data contained therein.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

The Sufficiency Review may determine that certain documentation is insufficient for proceeding with the cost estimate. In such instances, Contractor shall notify the agency, provide a list of the documents that are insufficient, and provide reasons for the finding or specific information needed to make the document acceptable.

3. Data Analysis. Data Analysis consists of two components: review and analysis. The review component consists of an in-depth examination and qualitative analysis of all the sufficient information requested and received as part of Data Collection. Contractor shall conduct a thorough review of the SOW, agency-developed cost estimates or contractor-developed cost estimate or proposal, BOE, and any other sufficient information received. Contractor shall apply the appropriate estimating methodologies to the data to generate the IGCE.

Once the IGCE is generated, the estimate must be validated. Contractor shall employ the appropriate cost-validation techniques to test the cost estimate and determine whether it is reasonable and includes all necessary costs. Some commonly-accepted techniques include spot checking and preparing a check estimate. Offerors shall detail in their proposals the cost-validation techniques they utilize to validate cost estimates.

4. Results Reporting. Contractor shall prepare an in-depth IGCE report detailing its findings. The IGCE report prepared by the Contractor shall describe the BOE and provide the agency with recommendations based on the findings to assist in decision-making throughout the procurement life cycle. Contractor may be required to update the IGCE report as the acquisition progresses through the different phases of the procurement life cycle.

Contractor shall provide services that may include but are not limited to research and analysis of past purchases of similar products or services, current market value of the products or services, or other agency purchases of similar products and services.

Outputs: IGCEs.

3. Subcategory Three – Specifications/Scope of Work Review

After a need is determined, the quality, price and the performance of a product or service depend almost entirely on the purchase description used to communicate the requirement. If a specification was used as a method of describing the requirement, which mostly happens for services, that specification must be clear and concise. Challenges by potential suppliers, costly delays in completing a project or unnecessary problems further down the line are, in most instances, attributed to an improper, inadequate description of definition or requirements. The additional effort spent at the beginning of the procurement lifecycle increases the probability of full satisfaction in meeting the needs of the end-user, procurement and contract specialist and Contractor/supplier.

This category of services is for the **review and/or assistance in development** of a scope of work (SOW) or specification(s). If not available in-house, the technical specification development by a subject-matter-expert shall be obtained/contracted by the awarded Contractor(s) for this category. Services within this category are as follows:

1. Review Services. Provide recommendation to amend/develop specifications/SOW to produce



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, and recommendation so that the SOW/specifications for needed goods and/or service clearly identify how the specification/SOW may be amended/changed to reflect the following:

- The wording of the scope shall be precise.
 - The overall message should be clear and understandable.
 - The specification should simplify the process.
 - The tolerances should be reasonable.
 - The scope/specification should provide a relatively easy process to verify acceptance or rejection.
 - The specification should be exact.
 - The specification should not be restrictive, but be broad enough to allow competition. If, however, there is justification for a restrictive specification/SOW, the report/recommendation shall provide a clear explanation for the need of the restrictive specification.
 - The specification/SOW should provide some built-in flexibility that is applicable to the industry.
2. Requirement Analysis. Requirement analysis is value analysis applicable to the writing of specifications or SOW to eliminate products and services that are not cost effective. The Contractor shall identify and make recommendations to specifications or SOW to ensure that an agency will obtain the best products or services that are available in the market at fair and reasonable prices. Requirement analysis services shall include review, analysis and recommendation and clearly identify how the specification/scope of work may be amended/changed to reflect the following, as applicable:
- Eliminate a requirement that is not cost effective.
 - Improve the quality level without impacting the cost(s).
 - Describe requirement(s) of quality standards to increase the service life.
 - Achieve total value, i.e. not only initial expense as the award factor.
3. Specification Writing (Technical). Contractors' support team members shall possess strong communication skills and expertise in needed topics and programs. In addition, technical writers must have the skills to research and effectively interview subject matter experts (SMEs), if they are not the SMEs themselves. The technical writer should gather information and communicate complicated ideas in a clear and informative manner.

Contractor(s) shall be able to provide specification writing services for all types of specifications, such as design, specifications, performance specifications, or market grades to name a few.

The Contractor shall assist in the development and preparation of pre-award Request for Information (RFI), Statements of Work (SOW), Statements of Objective (SOO) and other requirements documents. This effort includes assisting in researching and drafting specifications and standards, including Performance-based Work Statements (PWS); developing performance measures, providing consultation and recommendations; and coordinating requirements documents. Note: State to state may vary on what they call SOW, i.e. statement of work, statement of need, scope of work, etc.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Outputs: SOWs; SOOs; PWSs; and related documents, i.e. restrictive specifications justification.

Surveillance: Monitoring timelines with milestones
 Monitoring performance during contract period
 Verifying contractor’s performance of SOW through checklist(s)

4. Subcategory Four – Market Research

Market Research is a necessary step to identify available sources to meet the needs of any given solicitation. Market research refers to the examination of available sources to find the available sources of supply which may identify critical business requirements. Due to limited resources or timing, agencies may require the assistance of an outside Contractor to provide necessary data to develop a solicitation that will reach the widest distribution possible.

This category of services is for **consultation and/or assistance with market research services**. Services within this category are as follows:

Market Research Services – Contractor shall research available suppliers and compare the services and costs of obtaining goods or services from different providers. Information gathered shall be provided in a report form for use in the development of a competitive solicitation. The Contractor shall provide advice and recommendation for all elements in market research, including approaches, options, strategies, risks, methods, competition, sources, cost, milestone, etc. Research existing Government-wide contracts for available products and services. Research available suppliers and compare services and costs of obtaining support from the different providers.

The market research team should consider the following:

-
- The overall budget for the project should be clearly stated and the funding source should be identified prior to commencement of services.
- The Market Research Plan should be agreed upon by all parties before any commencement of services.
- The methodology to be used should be clearly specified and agreed upon by all parties.
- The research should have a simplified process.
- The target markets should be clearly identified.
- The research should be broad enough to capture the largest possible data set.
- The research should not be overly restrictive.
- The research should provide some built-in flexibility that is applicable to industry.

Outputs: Market research documentation.

5. Subcategory Five – Cost & Pricing Analysis

A Cost & Pricing Analysis conducted before a Request for Proposal (RFP) is released will assist a State in determining how to capture all costs related to a project, determine which method is best for evaluating cost, and if the budget for said project is realistic. Cost & Pricing Analysis is a key component to predicting the viability of a project. Because of limited resources or timing, agencies may require the assistance of an outside Contractor to assist with a Cost & Pricing Analysis for stakeholder review.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Cost & Pricing Analysis may also be conducted after BAFOs are received. Cost & Pricing Analysis may also be conducted post award for contract renewals, modifications, or assistance in determination of termination due to non-compliance with contract terms.

This category of services is for **consultation and/or assistance with cost & pricing analysis services**. Services within this category are as follows:

Cost & Pricing Analysis – Contractor shall assist in developing estimated cost and price elements for the work to be performed to prepare analyses for Stakeholders to make sound decisions on the financial viability of a project.

Cost & Pricing Analysis services shall include, but are not limited to:

- Developing plans and alternatives for effective price competition
- Informing states of impact of budget on technical, contract, and pricing outcomes
- Developing approach for State's/Stakeholder' budget planning
- Developing cost proposal solicitation documents to aid states in the development of the RFP
- Analyzing contracts/programs to assess price competitiveness
- Providing alternatives and research for stakeholders
- Providing estimates (case-by-case based on need of State/Stakeholder).
- Demonstrating value of RFP and/or new system/product to State/Stakeholder
- Providing a Make-or-buy analysis
- Providing a Go, no-go analysis
- Developing and analyzing BAFO requests
- Determining that the prices submitted by Offerors are acceptable, fair and reasonable
- Providing cost analysis during RFP evaluation – services performed to help States/Stakeholders analyze the cost proposals of several vendors to find best value
- Developing evaluation support documentation to help States/Stakeholders validate the reasonableness of proposed labor rates as well as indirect rates (fringe, overhead, general and administrative, and materials)
- Performing independent review of each cost element within an Offeror's cost proposal
- Providing post-award services (contract renewals, modifications, assistance in determination of termination if not in compliance with contract terms)
- Burn Rate Analysis
- Analysis of Change Orders & Modifications
- Award fee/incentive fee analysis
- Closeout payment analysis

Outputs: Cost and pricing analyses.

6. Subcategory Six – Solicitation Review or Preparation

The solicitation document is the official document inviting the vendor community to respond to the needs of the government entity. The solicitation should foster competition and ensure fair and equitable treatment of interested parties. Competition has multiple levels. Competition exists not only in prices



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

but also in the technical competence of the vendors and in the quality of their products or services. The request for proposal process allows the opportunity for vendors to submit innovative solutions, increasing the Government's latitude of choice and assuring the reasonableness of costs.

This category of services is for the **review and/or development** of a solicitation document. Services within this category would be as follows:

1. Review Services Contractor shall provide recommendation to amend/develop any part of the solicitation document to produce correct, clear, and concise obligations of all parties with respect to the needed goods or services. Review services shall include verification, validation, recommendation to improve at minimum the following sections of the solicitation:
 - Scope of work, statement of work or specifications.
 - Standard bid/proposal clauses such as bid guarantee, indemnification, intellectual property rights, insurance, etc.
 - Evaluation criteria.
 - Bidder/Offeror qualifications.
 - Proposal format.
 - Administrative and Technical Response Requirements.
 - Price and Cost sheets.
 - Contract administration, post award.
 - Payment terms.
2. RFP Development. Contractor shall develop and prepare the solicitation document, which may be a request for quotes (RFQ), request for proposals (RFP), including two-step process solicitation or any other hybrid solicitation within the system of that State. The solicitation shall include all appropriate solicitation terms and conditions applicable

Outputs: Solicitations

7. Subcategory Seven – Source Selection

The nature of the source selection planning process, the techniques for obtaining information, the procedures used in evaluation, and the decision-making methods vary from procurement to procurement. Source selection planning entails: preparing to receive bids or proposals, preparing to apply evaluation criteria, and determining standards to select a Contractor. Proposals are often separated into technical and price sections with each evaluated separately. Evaluation may be complex, requiring a panel of experts. Some proposal evaluation may require a consultant's assistance. The Source Selection Plan (SSP) should include: evaluation criteria, evaluation standards, weighting system, screening system, and source selection process.

This category of services is for **assistance in preparation of a source selection plan and source selection activities**. Services within this category are as follows:

Source Selection – Contractor shall develop and prepare source selection plans, in accordance with State statute and rules; instruct evaluation team members on roles and responsibilities; act in the capacity of an advisory role during the evaluation, which may include cost estimating or technical subject matter



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

expertise; ensure Conflict of Interest/Nondisclosure forms are signed; prepare evaluation sheets or score sheets; and prepare draft of source selection decision memorandum.

Outputs: Source Selection Plans (SSP), Evaluation Sheets

8. Subcategory Eight – Cost Realism Analysis

Cost Realism Analysis is usually conducted after cost proposals have been received in response to a RFP. Cost Realism Analysis may be requested by States to determine if all components of cost have been contemplated from all vendors. Determining if cost proposals are acceptable and fair will assist States in a successful evaluation and award of a contract which is in the best interest of the State. Cost realism is about the system of logic, the assumptions about the future, and the reasonableness of the historical basis of the estimate. It's about the estimating information (cost data) that makes up the foundation of the estimate.

This category of services is for **consultation and/or assistance with cost realism analysis services**. Services within this category are as follows:

Cost Realism – The Contractor shall independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the cost estimate is realistic for the work to be performed; reflects a clear understanding of the requirements; and is consistent with the unique methods of performance and materials described in the Offeror's technical proposal. Cost realism analysis is conducted by evaluating the supportive data that form the bases of the individual elements of cost to determine probable cost of the performance. The probable cost shall be used for the purposes of evaluation to determine the best value. The probable cost is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

Probable Cost Estimate: is the Purchasing Entity's estimate of what it will cost for the Offeror to complete the contract based on the Purchasing Entity's evaluation of the offeror's technical proposal and proposed costs. This estimate is complimentary with and must be performed in conjunction with all cost realism analyses and is a principal product of the Purchasing Entity in the source selection evaluation process.

Cost Realism services shall include, but are not limited to:

- Determining the Offeror's price is realistic for the work proposed
- Understanding and implementation of contract risk factors
- Developing a Purchasing Entity's probable cost estimate
- Conducting cost to technical realism analysis

Outputs: Cost realism analyses.

9. Subcategory Nine - Contract Development/Contract Formation

The goal of contract development is to reduce in writing contract goals, contract type and contract elements. Identification of contract goals include the description of goods or services; delivery



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

information (if applicable); protection of the financial interests of the agency; and any potential areas of dispute such as defining acceptance, handling wrong product, delays, personality conflicts, breach, payment or changes in a contract. The goals also include change order procedures.

The Contractor shall provide assistance to the government entity in the formulation of the contract between the awarded vendor and government entity.

This category of services is for **consultation and/or assistance with contract development**. Services within this category are as follows:

Contract Development

Requirements of the contractor, and/or their sub-contractor will include:

- A general working knowledge of each individual state's procurement rules and regulations.
- A general working knowledge of the entity's General Terms and Conditions.
- Appropriate staff with the level of experience to handle the different needs or difficulties of the contract.
- To be able to work with the state entity to develop a schedule for completion of the contract.
- Must have existing legal staff available to vet the contract for each entity's legal requirements.
- Must be able to interact with the awarded vendor's attorney to produce a contract that is amicable to both parties.
- Must be able to format the contract to the entity's preference.
- Must provide pricing for the different levels of staffing that will provide service.
- Will be required to be available to administer and manage supplemental agreements or legal issues that arise out of the formation of the contract for the duration of the contract.

Outputs: Contract documentation.

10. Subcategory Ten – Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion and payment computation. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract and dealing with related problems. Activities in contract management facilitate a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award. Acquisition consultants can assist the government procurement staff and program managers in various capacities of administration and facilitation with the contractor, not including any inherent governmental duties.

Services within this category are as follows:



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

1. Contract Administration. Manage the relationship between the Contractor and end user, including the monitoring contract fulfillment on the part of government agencies. Development of the Contract Administration Plan (CAP) which will define how the contract will be administered. Monitor contractor compliance with terms of the contract, including site visits and labor interviews.

The CAP provides a mechanism to reconcile the various contract documents and the order of precedence into a management tool that can be used to focus and govern implementation activities. The plan itself will vary based on the complexity, risk, and scope along with the requirements of each contract. In many cases a CAP should only be developed for high-risk or highly complex procurements. The frame of the plan should focus on the Who, What, When, Where, and How of contract administration. CAPs generally address a common set of topics, with particular emphasis on process, output and outcome. In government contract management, there may be less emphasis on the “process” the contractor uses to achieve the goals of the contract than of the achievement of the expected outputs and outcomes.

While Contract Administration Plans generally share a similar structure, the inclusion of each topic into the CAP should be chosen based on necessity rather than out of formality. Contract Administration Plan topics may include:

- Project description
- Period of performance
- Schedule, critical milestones and/or delivery dates
- Critical path tasks and deliverables
- Roles and responsibilities
- Data and reporting
- Inspection and acceptance
- Personnel requirements
- Testing
- Warranty provisions
- Watch list items
- Special terms and conditions
- Insurance
- Process for managing change and issue resolution

Outputs: Performance Workplan or CAP; Documentation of Contract Performance such as Observation Record, Compliance Record, Discrepancy Record, Unsatisfactory Performance Report, Summary Evaluation Report, Contractor Status Report.

2. Vendor Performance Plan Development/Review. The Contractor shall have experience drafting comprehensive plans outlining the agency and vendor responsibilities and requirements in an easy to understand document. The plan must describe processes needed and recommend tools that will guide the contracting agency through the vendor performance evaluation. The plan shall include, but not be limited to, how to:
 - Improve communication between buyers and vendors regarding performance
 - Encourage better performance and accountability through incentives and penalties



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Enable performance analysis through Key Performance Indicators (KPI) and benchmarking
- Capture performance data
- Identify strategic priorities and set targets
- Capture performance data
- Meet strategic priorities and improve programs

The plan shall include the method for scoring and weighting the evaluation criteria and how scores shall be tied to an award or incentive fee determination along with penalties. The plan shall explain how Contractors must receive evaluation criteria, be informed of their performance during the contract, be debriefed at the end of the contract and deal with appeals.

3. Contract Modifications. Assist in the preparation of incentive and award fees. Incentive fees are typically dependent upon the performance over a given period and are usually taken in relation to a benchmark index. Award fees provides an additional profit or fee amount that may be awarded, in whole or in part, based upon periodic evaluations of ongoing contractor performance. Assist in review of directed changes, formal changes to the original contract resulting from the buyer’s actions or directions that impact the cost or schedule for performance. Determine if a constructive change has occurred, that is, any action or inaction on the part of the agency that have not been made through a formal change order, which causes the Contractor to perform additional work outside the scope of the original contract. Contractor can assist government procurement staff and program managers in review and recommendation to make the appropriate contract modification.

Outputs: Award or incentive fee determinations; contract modification determination.

11. Subcategory Eleven – Vendor Performance Evaluation Program

Contract closeout involves several activities. Unlike a purchase order where receipt of the items ordered and subsequent payment constitute closure, a contract requires documentation to the contract file that includes a written report with the description and analysis of the Contractor’s performance. A quality vendor performance review (aka performance evaluation) assesses how the vendor is performing against Key Performance Indicators (KPI)’s and Service Level Agreements (SLA)’s established in the vendor’s contract. However, it can also show non-contractual performance issues, such as incidents that aren’t measured by a service level.

This category for services is for the assistance in the development and implementation of a Vendor Performance Evaluation Program. This does not include vendor performance evaluation for construction contracts. Services within this category are as follows:

Evaluation Program. The contractor shall understand and have insights into the requirements needed to develop a vendor performance evaluation program. The contractor shall work with the contracting agency to determine information that is useful in creating a vendor performance evaluation to include, but not limited to:

- When the vendor performance evaluation is needed and how often it should be measured.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- The KPI's, such as contract compliance, customer satisfaction, cost competitiveness, cost control, continuous improvements, and timeliness should be clearly identified along with formulation of templates for the evaluation which shall become standardized.

Output: Key Performance Indicators, Vendor Performance Evaluation Program.

Category 2 – IT Research, Advisory, and Consulting Services

At a minimum, an Offeror responding for Award Category 2, should be able to meet the following:

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

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

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

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

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

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



Value Add/Support Services

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

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

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

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

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

Services within this category are as follows:

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

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

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

2. Value Add 2 – Category Management

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

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

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

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

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

plan that details the findings of the data and supplier analyses and provide recommendations for implementing category management organization/agency-wide. Action plans should be inclusive of procurement organization and process changes, including timelines and flow charts of how the organization will move from its existing purchasing structure into a category management structure.

The action plan shall include but not be limited to:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

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

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

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

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

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

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

4. Value Add 4 – Procurement Training

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

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

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

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

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

5. Value Add 5 – Project Management

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

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

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

1. Planning, Logistics and Performance Oversight:

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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

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

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

Outputs: Project Management Plan ("PMP"):

6. Value Add 6– Grants Assistance and Management

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

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



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Housing and Urban Development (HUD)
- Other federal programs as identified in a specific SOW

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

Outputs: Grant Application; Grant Reports ; Grant Management Report

VII. Minimum Qualifications of Labor Categories

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

There are sixteen (16) Labor Categories for Procurement Assistance Support Services (PASS) and eight (8) Labor Categories for IT Research, Advisory, and Consulting Services.

PASS Labor Categories highlighted in **BLUE**

IT Research, Advisory, and Consulting Services highlighted in **GREEN**

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



PASS LABOR CATEGORIES	
Labor Category	Minimum Qualification(s)
Program Director (Key Personnel)	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Ten (10) or more years of progressive experience in managing significant projects and processes. • Must have the ability to manage and direct large and complex project tasks covering contract administration which may include acquisition planning, RFP/IFB preparation, market research, cost and price analysis, evaluation of performance, contract termination, and contract closeout. • Ability to research and define multiple project scopes, schedules, and targets. • Provides expert advice and guidance to agency senior level staff members. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
Program Manager	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing management for multiple projects/tasks and ongoing operational efforts • Must have the ability to provide technical knowledge on the effectiveness and efficiency of government programs. • Able to apply advanced or specialized knowledge of the nature of agency programs and activities, agency policies and objectives • Possessing the analytical and evaluative methods and techniques for assessing program development and execution. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p align="center">Subject Matter Expert III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Fifteen (15) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p align="center">Subject Matter Expert II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of progressive experience and possess extensive knowledge when advising on large and high complex project/programs. • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Demonstrates executive decision-making skills and judgment. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Subject Matter Expert I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of progressive experience • Must have the ability to analyze project requirements and develop strategic solutions and plans to meet agency's needs. • Able to provide highly technical and specialized guidance concerning solutions to complex problems. • Applies principles and methods of the subject matter to specialized solutions. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Project Management certification • Master's Degree or higher
<p>Acquisition Support Specialist III (Key Personnel)</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Eight (8) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Acquisition Support Specialist II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration
<p>Acquisition Support Specialist I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of providing a broad range of complex acquisition management support services. • Must have the ability read and interpret each State's acquisition policy, regulations, and directives and apply those interpretations fully and legally to all activities described in the Statement of Work (SOW.) • Able to analyze cost and pricing data, assistance in proposal evaluations, and assistance in preparing contract negotiations. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Certification from a nationally recognized organization such as NCMA, UPPCC or DAU. • Master's Degree or higher in Business Administration, Business Law, or Public Administration

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



<p>Analyst III</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Seven (7) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
<p>Analyst II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Five (5) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License • Master's Degree
<p>Analyst I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university in a related field. • Three (3) or more years of relevant experience in developing and applying analytic methodologies. • Ability to lead the application of analytic techniques and assist in defining the project objectives, methodologies, and principles. • Perform a wide variety of analytical tasks with the continuous improvement of processes, personnel, organization, system, or training.

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA



	<p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Business Data Analytics Certificate, Cost Estimator/Analyst Certification, CPA License
<p>Project Manager II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Eight (8) or more years of relevant experience in leading discussions; contributing questions and answers; raising issues, risks, and concerns; and developing and giving presentations. • Organizes, directs, and coordinates the planning and production of all contracts and/or task support activities. Prepares project estimates and work plans using best practices and principles. Ensures success project completion through responsibilities associated with staffing, project planning, project financials, risk management, and staff direction and oversight. Manages and oversees work performance on large size task orders or manages is a senior project manager. Prepares and maintains the project schedule and budget. Prepares and delivers status reports to the client. Serves as the primary point of contact for the client on any sized project. Manages staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Bachelor's degree and eight (8) years of general experience or fourteen (14) years of general experience with a high school diploma or G.E.D. • Demonstrates strong interpersonal and communication skills.
<p>Project Manager I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Bachelor's Degree or higher from an accredited college or university. • Five (5) years of experience in a related field. • Performs day-to-day management of a single project or significant task assigned on a larger program. Manages and oversees work performance on small to medium size task orders or manages a portion of a larger task under the guidance of a more senior project manager. Assists in preparing and maintaining the project schedule and budget. Assist in preparing and delivering status reports to the client. For small to medium-size projects, can serve as the primary point of contact for the client. Assists in managing staff, budget, and prioritization of tasks. <p>Preferred Qualifications</p>

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



	<ul style="list-style-type: none"> • Bachelor’s degree and five (5) years of general experience or eleven (11) years of general experience with a high school diploma or G.E.D.
<p>Instructor/Trainer II</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associate degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience. • Provides services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Coordinate and monitor presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associate’s degree and five (5) years of experience in the field of teaching processes, instruction and/or operational experience or nine (9) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
<p>Instructor/Trainer I</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience. • Assist with providing services as an instructor/trainer to include facilitating and providing, in an academic environment, platform instruction and applied training in specific areas of curriculum. • Assist with coordinating and monitoring presentations for missions, exercises, and experiments. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree and two (2) years of experience in the field of teaching processes, instruction and/or operational experience or seven (7) years of experience in the field of teaching processes, instruction and/or operational experience with a high school diploma or G.E.D.
<p>Administrative</p>	<p>Must have at a minimum:</p> <ul style="list-style-type: none"> • High school diploma + eight (8) years of experience. • Experience in administrative support positions. • Arranges meetings, copies, and produces deliverables, etc. <p>Preferred Qualifications</p> <ul style="list-style-type: none"> • Associates degree + four (4) years of experience

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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

**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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

**Request for Proposals for
 PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



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



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Attachment A

RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

I. DEFINITIONS

- A. Award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
- B. Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- C. Contractor** means an Offeror with whom the Lead State executes a Master Agreement resulting from this RFP.
- D. Day** means a calendar day, unless otherwise indicated.
- E. Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- F. Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- G. Lead State** means the State issuing this RFP.
- H. Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
- I. Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- J. NASPO** means the National Association of State Procurement Officials.
- K. NASPO ValuePoint** means the cooperative contracting division of NASPO.
- L. Offeror** means an entity or individual submitting a proposal in response to this RFP.
- M. Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- N. Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- O. Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- P. Proposal** means the document(s), data, information, and other media submitted by an Offeror in response to this RFP, including information submitted directly through the RFP eProcurement System and information submitted after the RFP Close Date at the request of the Lead State.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- Q. Purchasing Entity** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
- R. RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP eProcurement System, as amended.
- S. RFP Close Date** means the date and time identified in In the RFP Overview and when proposal submittal is due.
- T. RFP Contact** means the individual identified in In the RFP Overview.
- U. RFP Release Date** means the date and time identified in In the RFP Overview and when the solicitation is published and available for viewing.
- V. RFP Q&A Deadline** means the date and time identified in In the RFP Overview.
- W. RFP eProcurement System** means North Carolina's eProcurement electronic Vendor Portal eVP identified in the RFP Overview.

II. GOVERNING LAW AND VENUE

- A.** This RFP and Offeror's participation in it is governed by and construed in accordance with the laws of the Lead State.
- B.** This procurement is conducted by the Lead State, Department of Administration (DOA) Division of Purchase & Contract (P&C), in accordance with the Lead State Procurement Code. Information about DOA and its governing laws are available at <https://www.doa.nc.gov/divisions/purchase-contract>. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in State of North Carolina. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in the NASPO ValuePoint Sample Master Agreement Terms and Conditions in Attachment D.
- C.** Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State.
- D.** Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.
- E.** Offeror and Offeror's participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- F.** All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP DOCUMENTS

A. RFP eProcurement System.

- 1.** The RFP eProcurement System is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP eProcurement System, including the posting of RFP addenda.
- 2.** Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP eProcurement System should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Addenda.

1. The Lead State may, at any time and in its sole discretion, issue one (1) or more addenda to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP eProcurement System.
2. Offerors may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed addenda.
3. The Lead State may extend any deadline given to Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
4. The Lead State may make immaterial corrections or clarifications to the RFP.
5. Offeror is wholly responsible for reviewing addenda and updates to the RFP eProcurement System, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
3. The Lead State may waive minor irregularities or defects in an Offeror's proposal.

D. Conflicts and Issues.

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or initially seeking an informal resolution to any concern to the procurement officer in the solicitation:
 - a. Any alleged conflict among the materials composing this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. If a concern or issue cannot be resolved by the process set forth in Subsection 1, Offeror may file a protest after contract award, using the process described in Attachment F, Protest Information.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

IV. PROPOSALS

- A. Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror's proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP Close Date and Time.
- B. Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate or multiple proposals will not be accepted unless otherwise specified in this RFP.
- C. Discussions, Clarifications, and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. If discussions, clarifications, and demonstrations are held, it must be consistent with Offeror's original proposal and will not be part of the original offer. In order for additional information to be included as part of an award, priority-listed Offerors will be invited to submit a best and final offer, which shall be evaluated based on the evaluation criteria set forth in the RFP.
- D. Labor Categories Price Worksheet.**
1. Offeror must complete all required elements of Attachment I, Labor Categories Price Worksheet. The format and structure of the Worksheet is intended to allow for a fair evaluation of like pricing among Offerors. Deviation from the format or structure of the Labor Categories Price Worksheet may result in Offeror's proposal being deemed non-responsive.
 2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Labor Categories Price Worksheet are accurate, even if formulas have been provided by the Lead State as a courtesy.
 3. Offeror's proposed prices must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee. Proposed prices incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 4, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
 4. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



E. Proposed Modifications to the Sample Master Agreement

1. The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.
2. Offeror-specific modifications to Attachment D, Sample Master Agreement, may be proposed as part of Offeror's proposal but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.
3. The Lead State will not consider any proposed modification that:
 - a. Is not submitted with Offeror's proposal;
 - b. Is not accompanied by an explanation;
 - c. Is not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal;
 - d. Merely references another document or a URL; or
 - e. Modifies the NASPO ValuePoint administrative fee.
4. Offerors may propose additional terms but must include them in the redlines to the Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities

F. Proposal Contact

1. The Proposal Contact identified by Offeror in Attachment G, Offeror Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP eProcurement System, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

- G. Each Offeror to Bear its Own Costs.** Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations and discussions, and otherwise participating in the RFP Process.
- H. Firm Offer.** Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal.
- I. Ownership and Disclosure of Proposals.**
1. All proposals and tangible items submitted by Offeror in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Offeror. The RFP, any addenda issued, and the successful Offerors' proposal shall become a part of the contract.
 2. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may be:
 1. Shared with NASPO members;
 2. Shared with entities represented on the Multistate Sourcing Team;
 3. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
 4. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
 5. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
 3. If Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment J, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Offeror will destroy



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Offeror's proposal, or execution of a Master Agreement between the Lead State and Offeror.

- K. Required Signatures.** Offeror's failure to have an authorized representative sign any document or attachment requiring a signature, including electronic signatures or certifications, shall result in rejection of the proposal by the Lead State.
- L. NASPO ValuePoint eMarketPlace.** Participation in the NASPO ValuePoint eMarketPlace by Offerors awarded a Master Agreement resulting from this RFP is **mandatory**. By submitting a proposal, Offeror agrees to comply with the requirements, terms, and conditions related to the NASPO ValuePoint eMarketPlace set forth in Attachment D, Sample Master Agreement.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP Contact at any time. The Lead State will notify potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP eProcurement System.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

- B. Consideration of External Information.** The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Offeror, the responsiveness of Offeror's proposal, and the veracity of any representation made by Offeror. Offeror will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Offeror's proposal. External information does not include information obtained from references provided by Offeror.

- C. Rejection of Proposals.** The Lead State may reject Offeror's proposal at any time if the Lead State determines that:

1. The proposal is non-responsive pursuant to the RFP;
2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
3. Offeror is not responsible; or
4. Offeror has committed a violation of procurement law, rule, or policy.

D. Cancellation.

1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

E. Transfer.

1. The Lead State may transfer this RFP to a new Lead State if the Lead State determines that such transfer is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. The Lead State will notify all Offerors of a pending transfer and specify a date, prior to the transfer being made effective, before which Offerors may withdraw a submitted proposal. A proposal submitted to the Lead State and not withdrawn by Offeror prior to a transfer may, at the discretion of the Lead State, be destroyed, returned to Offeror, or shared with the new Lead State for completion of the procurement process in accordance with the laws, rules, policies, and processes of the new Lead State.
3. Upon the effective date of a transfer, all references to "Lead State" in this RFP will refer to the new Lead State. The new Lead State may, at its discretion, amend this RFP in whole or in part and may, at its discretion, allow Offerors to amend submitted proposals or allow additional Offerors to submit proposals following transfer of this RFP

F. No Exclusivity.

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.
2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
 - a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
 - b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
 - c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

G. Mandatory State Preferences.

The Lead State may apply mandatory evaluation preferences to proposals of eligible Offerors as set forth in applicable laws, rules, policies, or provisions of this RFP. Offeror is wholly responsible for demonstrating eligibility for any applicable preference in Offeror's proposal, including identification of applicable Business Certifications in Attachment G, Offeror Information, Acknowledgements, and Certifications. Offerors that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.

H. Final Approval of Awards.

1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
 - a. Approval by NASPO ValuePoint;



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

- b. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head; and
 - c. Continued eligibility for award following resolution of any protests received by the Lead State.
2. Approval of awards and Master Agreements may be in whole or in part.
 3. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
 4. Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
 5. Nothing in this section affects Offeror's right to file a protest in accordance with Attachment F, Protest Information.

I. Term.

The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

J. Contract Execution. The successful Offeror(s) receiving award shall sign the Attachment L North Carolina Execution Page (also page 1 of Attachment D Sample Master Agreement).

No performance or payment bond is required for this contract.

K. Contract Type. This contract includes a Firm-Fixed-Price (FFP) based on labor hours under which only FFP task orders can be issued. For work performed by the Contractor's employees and/or Subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates shall apply. The qualifications for the labor categories are identified in Attachment B SCOPE OF WORK, Section VII Minimum Qualifications of Labor Categories.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested States.

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment E, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment E, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment E, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

B. Participating Entities.

1. If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with a Contractor. Such entities may include:
 - a. Political subdivisions, public agencies, and service districts;
 - b. Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
 - c. Federally recognized tribes;
 - d. Quasi-governmental entities; and
 - e. Eligible non-profit organizations.
2. Prior to execution of a Participating Addendum with an entity described above, a Contractor must coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- C. Purchasing Entities.** Entities eligible to make purchases from a Participating Addendum will be identified by the Participating Entity in the Participating Addendum.

- D. Potential Participation by Canadian Entities.** In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

VII. NORTH CAROLINA INSTRUCTIONS TO VENDORS

A. READ, REVIEW AND COMPLY

It shall be the Vendor's responsibility to read this entire document; review all enclosures, attachments, and any Addenda; and comply with all requirements specified, whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

B. REQUEST FOR OFFERS

Vendors are cautioned that this is a request for Offers, not an offer or request to contract, and the Lead State reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the Lead State. By submitting Your Bid or Proposal, You are offering to enter into a contract with the Lead State. The Contract is a separate document that represents the Vendor's and the Lead State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the Master Agreement Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

C. DUTY TO INQUIRE

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation for any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the Lead State's attention.

D. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
2. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the Lead State.
3. **BUYER:** The employee of the Lead State, Participating Entity, Purchasing Entity, or Other Eligible Entity that places an order with the Vendor.
4. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
5. **CONTRACT ADMINISTRATOR:** A representative of the Lead State who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
6. **CONTRACT MANAGER:** A representative of the Lead State or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
7. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



8. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the Lead State conducts electronic procurement.
9. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
10. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
11. **LOT:** A grouping of similar products within this Solicitation document.
12. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
13. **OFFEROR:** Defined at the top of the document.
14. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
15. **PROCUREMENT LEAD:** Representative of the Lead State identified in the document RFP Overview, Section III.A who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the Lead State.
16. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
17. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
18. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the Lead State for award.
19. **RFP:** Defined at the top of this document.
20. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
21. **STATE AGENCY:** Any executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
22. **STATE DEPARTMENTS:** State Department includes but is not limited to the Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
23. **VENDOR:** See definition of "Offeror" at the top of this document.

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



24. WORK: All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

25. YOU and YOUR: Offeror.

E. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the Lead State. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Lead State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Lead State's needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Lead State exercising its discretion to reject a bid in its entirety.

F. BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
 - a. If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.
3. **EXECUTION:** Failure to sign the Attachment L North Carolina Execution Page (also page 1 of Attachment D Sample Master Agreement)) in the indicated space may render an Offer nonresponsive, and it may be rejected.
4. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the Lead State office designated for receipt of bids by



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If Lead State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
 - a. Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Lead State, Participating Entity, or Purchasing Entity cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.
8. **CONTENTS OF OFFER:**
 - a. Offers should be complete and carefully worded and should convey all of the information requested.
 - b. Offers should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
 - c. If Your Offer includes any comment over and above the specific information requested in the Solicitation, you are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the Lead State discretion.
9. **MULTIPLE OFFERS.** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

- 10. CLARIFICATION:** The Lead State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.
- 11. ACCEPTANCE AND REJECTION:** The Lead State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
- 12. BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the Lead State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the Lead State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the Lead State.
- 13. INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a bid without further consideration.
- 14. WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
- 15. COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
- 16. INSPECTION AT VENDOR'S SITE:** The Lead State reserves the right to inspect, at a reasonable time, the equipment, item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the Lead State's determination that such equipment, item,

Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
 Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA



plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

- 17. RECYCLING AND SOURCEREDUCTION:** It is the policy of the Lead State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- 18. CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Master Agreement, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business. Offerors should note that this condition is only applicable to contract awardees who execute a Participating Addendum (PA) with the State of North Carolina.
- 19. SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- a. If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - b. Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - c. Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- 20. HISTORICALLYUNDERUTILIZEDBUSINESSES(HUB):** The Lead State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the Lead State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts. While the Lead State encourages the



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

participation of HUB Vendors, HUB status will not be considered as a factor for evaluating and awarding contracts.

21. RECIPROCAL PREFERENCE: Reserved.

22. INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

- a. any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
- b. any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the Lead State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

23. VALID TAXPAYER INFORMATION: All persons or entities desiring to do business with the Lead State must provide correct taxpayer information on North Carolina specified forms. The substitute W-9 and instructions are here: <https://www.osc.nc.gov/state-north-carolina-sub-w-9/open>

24. VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

25. The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.

26. TABULATIONS: Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined



**Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES**

Issued by the **State of North Carolina**

Solicitation Number: DPC-1428523190-SA

in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

- 28. COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the Lead State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the Lead State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.
- 29. INFORMAL COMMENTS:** The Lead State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Lead State during the competitive process or after award. The Lead State is bound only by information provided in writing in this Solicitation document and in formal Addenda.
- 30. PROTEST PROCEDURES:** See Attachment F Protest Information.
- 31. ORDER OF PRECEDENCE:** See Attachment D Master Agreement Terms and Conditions.
- 32. ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
- 33. ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The Lead State will not identify You in its answer to Your question.
- 34. MAXIMUM COMPETITION:** The Lead State seeks to permit the maximum practicable competition. Offerors are urged to advise the Lead State, as soon as possible, regarding any aspect of this



Request for Proposals for
PROCUREMENT ASSISTANCE AND SUPPORT SERVICES
Issued by the **State of North Carolina**
Solicitation Number: DPC-1428523190-SA

procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the Lead State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.

- 35. FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

The solicitation documents for this portfolio can be found on North Carolina's procurement website at the link below:

- [PASS - IT RAC Solicitation as Posted](#)



**Participating Addendum Number [#####]
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
[Participating Entity]
and
Info-Tech Research Group Inc.**

[Note (delete before execution): If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity other than the state’s central procurement office may be eligible to execute a Participating Addendum directly with Contractor. Contractor and the entity must coordinate with NASPO to confirm the entity’s eligibility to execute a Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]

This Participating Addendum is entered into by [Participating Entity] (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number **DPC-1428523190-SA-28-PASS_ITRAC**, executed by Contractor and the State of North Carolina (“Lead State”) for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services (“Master Agreement”):

Info-Tech Research Group Inc. (“Contractor”)
3960 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89169

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Stephanie Brown
Senior Director, Bids & Contracts
bids_contracts@infotech.com
1-888-670-8889

Participating Entity’s contact for this Participating Addendum is:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

II. TERM. This Participating Addendum is effective as of the date of the last signature below or **January 19, 2026**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. *[Instruction (delete before execution): Participating Entities should ensure that this section properly identifies the entities eligible to use this Participating Addendum as Purchasing Entities. If the Participating Entity is not a state, the following highlighted section should be replaced with “This Participating Addendum may be used only by the Participating Entity.”]* 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. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to



**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Contractor and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded and as described in the Master Agreement.**

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of products available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. *[Instruction (delete before execution): If the use of certain partners is being limited or prohibited, the language in this section should be modified accordingly.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by **referencing the Participating Addendum Number on an Order.** *[Instruction (delete before execution): The highlighted language may be modified to accurately describe the ordering process for Orders placed under the Participating Addendum.]* Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*
- VIII. **FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. **LIMITATION OF LIABILITY.** Except for Contractor's Indemnification obligations related to: (1) breach of confidentiality; (2) third party intellectual property infringement; (3) bodily injury and property damage; and, (4)

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

gross negligence or willful misconduct; to the fullest extent permissible by applicable law, notwithstanding anything to the contrary herein, the maximum amount that Contractor or its related entities, suppliers, sub-contractors, agents or distributors is liable to Participating Entity for under this Participating Addendum, for any reason whatsoever, including negligence, is Two Million Dollars (\$2,000,000USD).

- X. RESEARCH AND ADVISORY INVOICE & PRICING.** The Purchasing Entity acknowledges that the research and advisory services are subscription-based and provide immediate access to proprietary information resources upon onboarding. The Purchasing Entity acknowledges that advance payment for these services is justified based on the nature of the services and their alignment with agency business needs.
- XI. IFF FEES.** The Parties acknowledge that the pricing applicable to this Participating Addendum has been adjusted to incorporate the NASPO ValuePoint administrative fee of one quarter of one percent (0.25%), as required under the Master Agreement. Contractor shall be responsible for remitting the NASPO ValuePoint administrative fee in accordance with the Master Agreement. To the extent a state specific administrative fee is applicable, the pricing under this Participating Addendum has been adjusted to incorporate such fee. Except as expressly set forth herein, Contractor shall not separately invoice, surcharge, or otherwise recover any administrative fees, including the NASPO ValuePoint administrative fee or any state-imposed fee, outside of the pricing set forth herein.
- XII. INFORMATION TECHNOLOGY STANDARDS.** *[Instruction (delete before execution): Insert text here to describe any Participating Entity-specific information technology standards and requirements with which Contractor and Contractor's products and services must comply. If not applicable, or if addressed elsewhere in the Participating Addendum, this section may be deleted.]*
- XIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Exhibit A: Contractor Standard Terms of Use which govern access to and use of the Contractor's subscription-based research, advisory, and platform services provided under this Participating Addendum.
 - b. *[Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]*
 - c. *[Example Attachment B: Participating Entity Product and Service Exclusions]*
 - d. *[Example Attachment C: Participating Entity-specific Pricing]*
- XIV. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|-----------------------------------|--------------------------------|
| For Contractor: | For Participating Entity: |
| Stephanie Brown | <i>[Contact name]</i> |
| Senior Director, Bids & Contracts | <i>[Contact title]</i> |
| bids_contracts@infotech.com | <i>[Contact email address]</i> |
| 1-888-670-8889 | <i>[Contact phone number]</i> |
- XV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

EXHIBIT A

Info-Tech Research Group Terms of Use

Info-Tech Research Group Inc. (“Info-Tech” or “we”) provides proprietary information technology research, tools, materials, and related advisory services to our clients via our website (collectively the “Services”). A “Client” is defined as the entity that purchased the subscription services. These Terms of Use shall be referenced in a sales contract (“Service Agreement”) between Client and Info-Tech.

These Terms of Use state the terms and conditions under which “you”, being (as the case may be) a Client and/or a “User” (defined as a user of the publicly available Services, or one or more named individual employees or representatives of the Client who are authorized by Info-Tech in a Service Agreement to use the Services that require paid access), may use this website and the Services, which are the property of Info-Tech. Your use of this site and the Services constitutes acceptance of these Terms of Use.

1. General Use Restrictions

The Services are to be used for the User's use and benefit only pursuant to the terms and limitations of the paid subscription and may not be disclosed, disseminated or distributed to any other party, except as Info-Tech otherwise agrees in writing. The User will not circumvent any encryption or otherwise gain access to Services for which the User has not been expressly granted the appropriate rights of access.

The User will not use the Services for or knowingly transmit to Info-Tech or upload to any Info-Tech site or network any illegal, improper or unacceptable material or use them for illegal, improper or unacceptable practices including without limitation the dissemination of any defamatory, fraudulent, infringing, abusive, lewd, obscene or pornographic material, viruses, trojan horses, time bombs, worms, or other harmful code designed to interrupt, destroy, or limit the function of any software, hardware or communications equipment, unsolicited mass email or other internet based advertising campaigns, privacy breaches, denial of use attacks, spoofing, or impersonation.

2. Copyright

The Services are © Info-Tech Research Group Inc. All rights reserved.

The Services are owned by and copyrighted by Info-Tech and other parties and may contain trademarks of Info-Tech or others. They are protected by Canadian, U.S. and international copyright and trademark laws and conventions.

User may use the Services solely for his or her own information purposes pursuant to the terms and limitations of the paid subscription. The User may download any of the Service's tools or templates for his or her individual use, but Users may not, and Client must not permit Users to, distribute any articles, tools, templates or blueprints internally, subject to the exceptions below:

- Users may make a single copy of each slide, spreadsheet, table, graphic, or portion of text from the research content for internal presentation purposes, provided that the original Info-Tech copyright notice and date of publication remains affixed without alteration.
- Users may make a single copy of individual research documents for personal archival use.
- Users may forward individual research documents within employee workgroups for decision support.
- User may submit requests for permission to copy or use the research content or research services in other ways to Info-Tech.
- The User may create derivative works from the Service's tools or templates and distribute these for internal use but may not distribute these derivative works externally for any commercial or resale purposes.

Any other reproduction or dissemination of the Services in any form or by any means is forbidden without Info-Tech's written permission, and without limiting the generality of the foregoing, the User will not:

A. record and re-transmit the Service over any network (including any local area network), except as otherwise stated above;

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

- B. use any Service in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- C. post any Service to any other online service (including bulletin boards or the Internet);
- D. sublicense, lease, sell, offer for sale or assign the Service; or
- E. utilize Info-Tech research to create, train, or otherwise advance generative artificial intelligence (AI), large language models (LLMs), machine learning algorithms or software, and other technological innovations for the production of derivative works, compilations, collective endeavors, or any other purpose.
- F. use Info-Tech's name or any excerpts from the Services in the promotion of its products or services.

3. Users

Users must be authorized to use the Services by Info-Tech. Users must maintain and protect the confidentiality of any password(s) and are responsible to ensure that the passwords are effective. Users shall advise Info-Tech immediately if they discover that their password has been compromised, at the following number 1-888-670-8889. If you are an organization that is party to a service agreement with Info-Tech, references in these Terms of Use to "User(s)" include you, and you are responsible for compliance by named individual Users within your organization with these Terms of Use.

4. User Perspective

For the benefit of all Users, Info-Tech's research services includes the ability for Users to (i) participate in the creation of research by contributing User perspective for publication on Info-Tech's websites and (ii) participate in industry-specific community groups and other forums by contributing discussion posts. All such contributions are voluntary with full consent of the User. If your account is used to contribute content to Info-Tech's websites, (collectively, "User Contributions"), you agree to accept sole responsibility for those User Contributions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein. To the extent Users contribute any feedback to Info-Tech (as User Contributions or otherwise), Info-Tech may use that feedback to assess, improve, and market its products. To the extent Users contribute to research, Info-Tech may incorporate those contributions within the research Services without the necessity of attribution. You grant us and our affiliates a worldwide, irrevocable, royalty-free, nonexclusive license to use, reproduce, create derivative works of, distribute publicly display, and publish User Contributions. You agree you will not attempt to enforce any so-called "moral rights" in User Contributions against us or our affiliates. By using Info-Tech's research services, you agree that none of your User Contributions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;
- be illegal or otherwise objectionable;
- contain the personal information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, User Contributions on Info-Tech's Web sites are not Confidential Information.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Contributions, we reserve the right to pre-screen and/or monitor User Contributions. If we become aware of User Contributions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion. If you believe that any User Contributions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please [contact us](#).

5. Non-Disclosure of Confidential Information

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

In these Terms of Use "Confidential Information" means information of a commercially sensitive or proprietary character that is marked as confidential or that a reasonable person would understand to be confidential. The "Disclosing Party" is the party disclosing Confidential Information and the "Receiving Party" is the party receiving Confidential Information. However, Confidential Information does not include information that:

- was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as these Terms of Use and to the extent required by law.

Info-Tech may create or use anonymized data for purposes such as benchmarking, analytics, and other good faith business purposes. Anonymized data is not the Confidential Information of Users.

Client confirms it has express consent to share its employee information with Info-Tech.

6. Term

Many of the Services are "subscription" services that have a fixed Term and must be renewed in writing at the end of the term for services to continue. Contractual terms of membership are generally multiple years in length and agreed to by the parties in writing. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit one (1) year after purchase. Info-Tech may terminate a User's access at any time if the User or Client violates the terms of use or subscription or any other agreement with Info-Tech.

7. Cancellation

An executed Service Agreement may not be terminated for convenience. Client may terminate a Service Agreement in the event that:

- (a) Info-Tech changes or discontinues Services; and
- (b) Such changes or discontinuance materially affects the User's use of the Services; and
- (c) Client or User notifies Info-Tech of this material affect; and
- (d) Info-Tech is unwilling or unable to reverse such changes within 20-business days.

8. Changes

Info-Tech strives to innovate. Info-Tech may update, upgrade or otherwise change or discontinue content, features or other aspects of its Services. Info-Tech will not make changes that cumulatively degrade the quality of a paid subscription to the Services. Any change to the scope of the agreed Services shall be made only pursuant to a written amendment executed by both parties.

9. Accuracy of Information and Warranty

The information contained in the Services has been obtained from sources believed to be reliable, but Info-Tech does not warrant the completeness, timeliness or accuracy of any information contained in the Services. The Services are intended to: help identify business risks; provide insights based on industry research; and to help you focus on certain matters which may be affecting your business. Info-Tech does not provide legal, accounting or other professional advice, nor should any advice from Info-Tech be construed as such. We encourage you to seek professional advice whenever necessary.

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Info-Tech expressly excludes and disclaims all express or implied conditions, representations and warranties including, without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose, to the extent allowable by law.

Although Info-Tech takes reasonable steps to screen Services for infection by viruses, worms, Trojan horses or other code manifesting contaminating or destructive properties before making the Services available, Info-Tech cannot guarantee that any Service will be free of infection.

User assumes sole responsibility for the selection of the Services to achieve its intended results. The opinions expressed in the Services are subject to change without notice.

Info-Tech does not endorse third party products or services. Info-Tech assesses and analyzes the effectiveness and appropriateness of information technology in the context of a general business environment only unless specifically hired by a User to assess in the context of their own environment.

10. Non-Solicitation of Employees

Client agrees that, during the term of any Service Agreement and for 2 years thereafter, it will not directly or indirectly solicit for employment or hire any Info-Tech employee without Info-Tech's prior written consent.

11. Limitation of Liability

Limitation of liability applicable to this Terms of Use shall be as set out in Paragraph IX of the Participating Addendum Number {XXXXXX}.

12. Links to Third-Party Sites

Any third-party sites that are linked to the Services are not under Info-Tech's control. Info-Tech is not responsible for anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Info-Tech provides links as a convenience only and such links do not imply any endorsement by Info-Tech of those sites.

13. Investment Advice

The Services are not intended to be used for the purpose of, or as a basis for, making investment decisions or recommendations with respect to securities of any company or industry and Info-Tech assumes no liability for decisions made, in whole or in part, on the basis of any information contained in the Services.

14. Governing Law

The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

15. Entire Agreement

These standard Terms of Use, together with any Participating Addendum, service agreements and statements of work, signed by the parties contains the complete and exclusive statement of agreement between the parties and supersedes all purchase order terms and conditions, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral.

16. Privacy

A User's right to privacy is of paramount importance to Info-Tech. See our [Privacy Policy](#) for more detail. The identity of our research clients is not considered personal or confidential information, and we may disclose that information for promotion and marketing purposes.

17. Contact Information

Attn: Legal Department

**Participating Addendum Number [#####] for
Procurement Assistance Support Services**

Between **[Participating Entity]** and
Info-Tech Research Group Inc.

Legal@infotech.com

Toll Free US: 1-888-670-8889

Toll Free CAN: 1-844-618-3192

International: +1-519-432-3550

Certificate Of Completion

Envelope Id: 9818FF7B-A894-8173-837B-09CA3D4EF0F4

Status: Sent

Subject: Council Legislation - Info-Tech Research Group

Source Envelope:

Document Pages: 251

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

6/17/2026 6:23:04 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Tyler Ringland

Sent: 6/17/2026 6:29:46 PM

Tyler.Ringland@nashville.gov

Viewed: 6/22/2026 11:08:37 AM

Security Level: Email, Account Authentication
(None)

Signed: 6/22/2026 11:10:18 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michelle A. Hernandez Lane

Sent: 6/22/2026 11:10:28 AM

michelle.lane@nashville.gov

Viewed: 6/22/2026 12:31:09 PM

Deputy Director of Finance

Signed: 6/22/2026 12:35:04 PM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.211.96.157

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

Sent: 6/22/2026 12:35:15 PM

MaryJo.Wiggins@nashville.gov

Viewed: 6/22/2026 1:25:44 PM

Security Level: Email, Account Authentication
(None)

Signed: 6/22/2026 1:27:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 6/22/2026 1:25:44 PM

ID: 805c9238-d914-4443-b44b-54f8dffdc9e7

Kelli Woodward

Sent: 6/22/2026 1:27:49 PM

Kelli.Woodward@nashville.gov

Viewed: 6/22/2026 2:59:15 PM

Security Level: Email, Account Authentication
(None)

Signed: 6/22/2026 3:00:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 6/22/2026 2:59:15 PM

ID: be433229-a71c-4194-aa50-491ce98aec8f

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 6/22/2026 3:00:20 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/22/2026 10:00:10 AM
ID: d1299475-e74e-4ab1-a7a3-e52e4c8e54e2

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/22/2026 2:59:15 PM
ID: be433229-a71c-4194-aa50-491ce98aec8f

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/22/2026 10:37:51 AM
ID: 0ffcfa1-1cdc-4a42-bbe5-d02706b593f0

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

6/17/2026 6:29:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS

- "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service.
- "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User.
- "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service.
- "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.
- "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased.
- "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees.
- "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>.
- "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

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