

CITIZEN ENGAGEMENT PLATFORMS

Led by the State of Utah

Master Agreement #: AR3764
Contractor: **TYLER TECHNOLOGIES, INC.**
Participating Entity: **STATE OF ALABAMA**

Scope and Participation:

1. Scope:

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

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

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

3. Term:

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

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

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CONTRACTOR:

Name:	Roxanne Nydegger
Address:	7701 College Boulevard, Overland Park, KS 66210
Telephone:	913-498-5218
Fax:	
Email:	NASPO@tylertech.com

PARTICIPATING ENTITY:

Name:	Jennifer Loretz, Senior Buyer
Address:	100 North Union St., Ste 192, Montgomery, AL 36130
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

5. Participating Entity Modifications and Additions to the Master Agreement

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

a) State CIO Approval:

State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases from the Master Agreement. Approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at <https://oit.alabama.gov/governance-library/> and which may be subject to change at the State of Alabama's discretion.

b) Vendor Management Program:

The Office of Information Technology ("OIT") operates an OIT vendor management program for certain strategic vendors which includes periodic reviews of vendor performance. At the request of OIT, Contractor shall participate in the OIT vendor management program.

c) Incident Management and Breach Notification:

Contractor shall forward any notification to State agencies of a Data Breach, as defined in the Master Agreement, to the Alabama Secretary of Information Technology via email to legal@oit.alabama.gov.

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d) Data Protection:

The term "Non-Public Data" as used in Exhibits 1 and 2 to the Master Agreement, regarding Software-as-a-Service and Platform-as-a-Service, shall include all information provided by a Purchasing Entity to Contractor which is by its nature confidential or sensitive, including information protected by state or federal law, regulation, or policy. A Purchasing Entity may establish a more expansive definition of Non-Public Data in an Order or other written agreement between the Purchasing Entity and Contractor.

The terms included in Exhibit 1 to the Master Agreement pertaining to Data Ownership, Data Protection, Data Location, and Security Incident or Data Breach Notification shall apply to all Products and Services provided under this Agreement unless otherwise indicated in an SLA applicable to Services provided pursuant to an Order under this Participating Addendum. Where applicable and as required by the State in an Order or written statement of work mutually agreed to between the Parties, Contractor will comply with applicable security standards including without limitation StateRAMP, HIPAA, IRS Publication 1075, and CJIS.

If State data resides on Contractor's environments or systems, State may request relevant security-related testing, which may include vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions. The terms and conditions of such testing must be agreed to in an Order or in a subsequent written agreement to be signed by both parties.

e) Right to Remove Individuals:

A Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any other Order under this Participating Addendum without the Purchasing Entity's consent.

f) Other Purchasing Entities:

1. Political subdivisions, local government agencies, and public educational institutions may purchase products or services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.
2. For the supplies and services which Contractor provides through this contract, State agencies must purchase through this contract and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions."

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g) Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom, including all license agreements attached to the Master Agreement as applicable to Services provided pursuant to Orders under this Participating Addendum, will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

h) Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

i) Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

j) Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

k) Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

l) No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, including all license agreements attached to the Master Agreement, the State is

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prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor or any subcontractors for any reason.

m) Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

n) Not to Constitute a Debt to the State:

The terms and commitments contained in this Participating Addendum shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompile of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

o) Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

p) Administrative fee:

Contractor will pay the State an administrative fee for net sales made under this Participating Addendum. This fee will be 1.0% (0.01) of the total dollar amount for all sales charged and retained by Contractor, less banking, merchant, and interchange fees. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

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Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

q) Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

r) Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

s) Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

t) Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

u) State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

v) Service Level Agreements and Disaster Recovery:

Contractor, as part of its process for executing new Orders with Purchasing Entities, shall offer and include in its signing documents a service level agreement and a disaster recovery offering for all services which require Contractor hosting.

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w) Force Majeure:

Notwithstanding any other terms and conditions set forth in this Agreement, a Force Majeure clause may be invoked by either party only if such party is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects.

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

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order. The parties agree that subsidiaries of Tyler Technologies, including without limitation Alabama Interactive and NIC, Inc., may be issued a State purchase order or other ordering documents through this Participating Addendum.

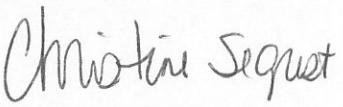
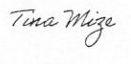
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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Christine Segrest	Name: Tina Mize
Title: State Purchasing Director	Title: Group General Counsel
Date: 8/25/2022	Date: Aug 11, 2022

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

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