

**Participating Addendum
for
IT Managed Service Providers
between
State of Alabama
and**

Guidesoft, Inc. dba Knowledge Services

This Participating Addendum is entered into by State of Alabama ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0086AB, executed by Contractor and the State of Connecticut ("Lead State") for IT Managed Service Providers ("Master Agreement"):

Guidesoft, Inc. dba Knowledge Services ("Contractor")
9800 Crosspoint Boulevard
Indianapolis, IN 46250

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Bill Evans
Senior Vice President
bille@knowledgeservices.com
317-806-6137

Participating Entity's contact for this Participating Addendum is:

Brittany Peterson
Sr. Buyer
Brittany.peterson@purchasing.alabama.gov
334-242-4667

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below 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.** Participating Addendum may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by the State's statutes to use statewide contracts in the State of Alabama with the prior approval of the State's Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. 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 order placed hereunder will be governed by, and construed in accordance with, State of Alabama laws and the sole venue for litigation will be state or federal court in Montgomery County, Alabama. No other court shall have jurisdiction.
- 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 Contractor and Participating Entity and Purchasing Entities. This Participating Addendum covers IT Managed Service Providers led by the State of Connecticut that provisions augmentation services and operational vendor management systems through two methods. As checked below, Contractor may perform services conditioned on terms described in the MA and this addendum:

- ☐ Supplier provided Hourly Based Contingent Resource Staff Augmentation ("Hourly")
☒ Milestone and Fixed-Price Deliverable Based Statement of Work Provider Engagement ("SOW")

Executive Branch agencies must use, where applicable, active contract(s) for services included in this addendum. For clarity, the State has an awarded contract (MA-20*338) for Managed Service Provider for Temp IT Staffing (Hourly) services with Acro Service Corporation which expires on August 31, 2025.

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- a. **Products.** All SOW products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All SOW services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners authorized in the State of Alabama identified on Contractor's NASPO ValuePoint webpage as authorized to provide sales and service support 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.

VI. Purchasing Authority for SOW: SOW services are available for use and purchase only by and through the State of Alabama Office of Information Technology (OIT). OIT has oversight approval with the statutory authority in Ala. Code §§ 41-4-280, et seq., and Ala. Code §§ 41-28-1, et seq. Political subdivisions, local government agencies, and public educational institutions may, at their discretion, purchase services via and in accordance with the terms and conditions of the PA. If the discretionary entities purchase from this contract, then Contractor must interface with those organizations directly, and the Purchasing Entity will be responsible for ensuring all governing laws and regulations, including the competitive bid law, are met.

Ala. Code § 41-4-283, as incorporated by Ala. Code § 41-28-9, provides that OIT may purchase services on behalf of all agencies, departments, boards, commissions, offices, or institutions of the State of Alabama, except those institutions excluded by Ala. Code § 41-4-291. Excluded entities must comply with OIT policy, rules, and procedures to utilize an approved connection to State resources. All State of Alabama Executive Branch agencies must purchase services through OIT. Contractor cannot sell or market services directly to State of Alabama Executive Branch agencies.

VII. Access to Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreement for IT Managed Service Providers by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

VIII. 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 and addressed through the Project Change Request as necessary.

b) Other Purchasing Entities:

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.

c) Mandatory Source:



For the supplies and services which Contractor provides through this Participating Addendum, State agencies must purchase through this Participating Addendum 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.

d) Vendor Management Program:

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

e) Incident Management and Breach Notification:

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

f) Data Protection:

Where applicable and as required by a written statement of work mutually agreed to between the Parties, Contractor will comply with applicable security standards including without limitation State RAMP, HIPAA, IRS Publication 1075, and CJIS. Additionally, no Purchasing Agency shall provide any personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws for processing unless mutually agreed in a written statement of work. If personal data subject to GDPR or other data protection laws will be processed during the course of a statement of work, the State will inform Contractor, and the parties will amend the statement of work to include additional data security measures as required.

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 a written statement of work or in a subsequent written agreement to be signed by both parties.

g) 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 a 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 reason it requests removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual and the Contractor shall not assign the person to any other order under this Participating Addendum without the Purchasing Entity and State consent.

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) Compliance with Ala Act No. 2023-409:



In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

k) 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.

l) 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.

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

n) 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. Notwithstanding anything to the contrary, Contractor's ability to assign amounts receivable under an order shall not be considered "assignment of the contract" and thus is not limited hereunder.

o) Not to Constitute a Debt to the State:

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

p) 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.

q) Administrative fee:

Contractor will pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. 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 State of Alabama Chief Procurement Officer may waive the administrative fee in writing for any particular order or written statement of work.

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 and contracts@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

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

r) 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.

s) 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.

t) 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.

u) 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.

v) State Purchasing Supplier Expo:

Contract holders are required to attend the first occurrence of the Supplier Expo after the Participating addendum is fully executed. Participation is optional for the remainder of the contract term.

w) Service Level Agreements and Disaster Recovery:



Contractor, as part of its process to execute and conduct services for a new order with Purchasing Entities, shall include disaster recovery and maintain service level agreement for all services which require Contractor hosting of State information or data within the contiguous 48 U.S. states.

x) 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.

IX. Terms and Conditions in the Master Agreement that Do Not Apply to this Participating Addendum:

Terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

- Waive the sovereign immunity of the State;
- Subject the State, its agencies, or political subdivisions to the jurisdiction of the courts of other states;
- Limit the time in which the State, its agencies, or political subdivisions may bring a legal claim to a period shorter than that provided in Alabama law;
- Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Alabama Code;
- Require the State, its agencies, or political subdivisions of the State to accept arbitration or to waive right to a jury trial;
- Require indemnification not specifically authorized by the Alabama legislature or subject to appropriation (pursuant to Alabama Code); or
- Hold employees, officers, or political subdivisions of the state of Alabama personally liable.

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.

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.

- X. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an order. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under and subject to the pricing and other terms and conditions of the Master Agreement including applicable discounts, reporting requirements, and payment of administrative fees unless the parties to the order agree in writing that another contract or agreement applies to the order. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any order. If a Purchasing Entity or State terminates an order for convenience, the order shall survive for no more than one hundred eighty (180) calendar days beyond the effective date of termination. Liquidated damages, if any, must be agreed to and signed by Purchasing Entity and Contractor in a purchase order to be in effect. State shall not reimburse Contractor travel expenses.

Orders shall be classified as Tier 9 per the Pricing Schedule of the Master Agreement. Contractor reserves the right to review spend trends and propose a change in Tiers and corresponding fee structure. Any change in Tiers and the effective date of those changes will be mutually agreed upon between the Contractor and the State. If the Contractor and State cannot agree to a change in Tiers, the prior existing Tier and fee structure shall remain in effect. Notwithstanding anything to the contrary, the Contractor will provide the State with most favored pricing.

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XI. INTENTIONALLY OMITTED.

XII. 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.

XIII. INTENTIONALLY OMITTED.

XIV. INTENTIONALLY OMITTED.

XV. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Bill Evans
Senior Vice President
bille@knowledgeservices.com
317-806-6137

For Participating Entity:

Brittany Peterson
Sr. Buyer
Brittany.peterson@purchasing.alabama.gov
334-242-4667

XVI. 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

Each Party represents and warrants that the undersigned is duly authorized to execute and deliver this Addendum and its terms as valid, legally binding, and enforceable on the Party. The Parties have executed this Addendum as of the date of execution by both Parties below.

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

CONTRACTOR:

Katie Belange

Signature

Katie Belange
Printed Name

General Counsel
Title

1/9/2025
Date

PARTICIPATING ENTITY:

Signature

Christine Cook
Printed Name

Chief Procurement Officer
Title

Date