

Participating Addendum
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
State of Mississippi
And
Civic Initiatives, LLC

This Participating Addendum is entered into by State of Mississippi ("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-11-PASS, 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"):

Civic Initiatives, LLC ("Contractor")
7000 North MoPac, Suite 200
Austin, TX 78731

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Dustin Lanier
Founder/Principal Consultant
dlanier@civicinitiatives.com
512-523-4834

Participating Entity's contact for this Participating Addendum is:

Lance Fulcher
Director, OSSS
Lance.Fulcher@dfa.ms.gov
601-359-5286

- 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** 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 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.
 - b. **Services.** All 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 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,

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Procurement Assistance Support Services**

Between **The State of Mississippi** and
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resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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

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 on an Order. 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. 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.
- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
 - b. Attachment B: Participating Entity Standard Contract Terms
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|------------------------------|---------------------------|
| For Contractor: | For Participating Entity: |
| Dustin Lanier | Lance Fulcher |
| Founder/Principal Consultant | Director, OSSS |
| dlanier@civicinitiatives.com | Lance.Fulcher@dfa.ms.gov |
| 512-523-4834 | 601-359-5286 |
- X. 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.

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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.

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

CONTRACTOR:

Dustin Lanier

Signature

Dustin Lanier

Printed Name

Founder/Principal Consultant

Title

January 14, 2026

Date

PARTICIPATING ENTITY:

Lance Fulcher

Signature

Lance Fulcher

Printed Name

Director of the Office of Statewide Strategic
Title Sourcing

1/14/26

Date

Attachment A

Participating Entity Modifications and Additions to Master Agreement Terms and Conditions**

1. Deletion of Paragraph from Civic Initiatives Master Agreement

The Participating Entity expressly **strikes and deletes** the paragraph contained in the NASPO ValuePoint Master Agreement between Civic Initiatives, LLC and the State of North Carolina, under **Section II. Introduction**, appearing on **Page 25 of 56**, which describes Procurement Assistance and Support Services (PASS) as supplementing agency procurement resources, including assisting in writing specifications, developing Requests for Proposals (RFPs), and providing other procurement support services that result in a contract for goods and/or services on behalf of the Purchasing Entity.

The paragraph identified above shall have **no force or effect** with respect to the Participating Entity or any Purchasing Entity using this Participating Addendum and shall not be incorporated into or apply to this Participating Addendum or any Order issued hereunder.



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH
EXECUTIVE DIRECTOR

1. Availability of Funds

It is expressly understood and agreed that the obligation of DFA to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriate funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, regardless of source of funding, DFA shall have the right upon ten (10) business days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

2. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DFA agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provides for payment of undisputed amounts by the agency within forty-five (45) calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

3. Paymode

Payments by DFA using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. DFA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that DFA is exempt from the payment of taxes. All payments shall be in United States currency.

4. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

5. Compliance with Equal Opportunity in Employment Policy

Contractor understands that DFA is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services.

6. Compliance with Laws

Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. Force Majeure

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify DFA in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make every reasonable effort to minimize the impact of the force majeure event on contract performance. DFA may exercise any rights it has under the contract which are available when neither party is in default.

8. No Limitation of Liability

Nothing in this Contract shall be interpreted as excluding or limiting any liability of Contractor or any other party for harm arising out of Contractor's or its subcontractors' performance under this Contract.

9. Confidentiality

DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to DFA by Contractor, DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. DFA shall not be liable to Contractor for disclosure of information required by court order or required by law.

10. Disclosure of Confidential Information Required by Law

In the event that either party to this Contract receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest

reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*

11. Information Designated by DFA as Confidential

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractors shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractors without the express written approval of DFA may result in the immediate termination of this contract.

12. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. Contractor acknowledges and agrees that DFA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

13. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of DFA subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by DFA due to Contract cancellation or loss of license or permit to do business in the State.

14. Modification or Renegotiation Required by Change in Law

The parties agree to renegotiate in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this Contract necessary. This Contract may be modified only by written agreement signed by the parties hereto and approved by the Public Procurement Review Board, if required.

15. Procurement Regulations

This Contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at Mississippi Department of Finance and Administration's website (www.DFA.ms.gov). Any Contractor doing business with DFA is deemed to be on notice of all requirements therein.

16. Representation Regarding Contingent Fees

By executing this Contract, Contractor represents that it has not retained a person or agency on a percentage, commission, or other contingent arrangement to secure this Contract. If Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to DFA prior to Contract Execution.

17. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of DFA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to this Contract. Contractor further represents that no employee or former employee of DFA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; and any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

18. Termination

Termination for Convenience. DFA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The DFA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the DFA gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the DFA may terminate the contract for default and the Contractor will be liable for the

additional cost to the DFA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

19. Stop Work Order

DFA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by DFA. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to DFA. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless DFA has terminated that part of the Contract or terminated the Contract in its entirety. DFA is not liable for payment for services which were not rendered due to the stop work order.

20. Third-Party Action Notification

Contractor shall give DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

21. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

In DFA's sole discretion, upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and DFA. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and DFA shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and DFA, which shall not be unreasonably withheld.

22. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary,

that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

23. Authority of Signatory

Contractor acknowledges that the individual executing the Contract on behalf of DFA is doing so in his or her official capacity only. To the extent any provision contained in the Contract exceeds the signatory's authority, Contractor agrees that it will not look to the individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.