

**Participating Addendum Number
for
Procurement Assistance & IT Support Services
between
State of Missouri
and
Berry, Dunn, McNeil & Parker, LLC**

This Participating Addendum is entered into by the State of Missouri ("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-5-PASS_ITRAC, executed by Contractor and the State of North Carolina ("Lead State") for IT Research, Advisory, and Consulting (IT RAC) services ("Master Agreement"):

Berry, Dunn, McNeil & Parker, LLC ("Contractor")
2211 Congress Street
Portland, ME, 04102

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ann Marie Lynch
rfps@berrydunn.com
207-541-2200

Participating Entity's contact for this Participating Addendum is:

Madison Lunte
Senior Procurement Analyst
Madison.Lunte@oa.mo.gov
573-751-8058

- 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

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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.

This Participating Addendum includes the entire scope of the Category 2 IT Research, Advisory, and Consulting (RAC) services available through the Master Agreement, except the following: Category 1 Procurement Assistance Support Services (PASS).

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 Number 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. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The contractor must comply with the administrative fee requirements outlined in Missouri cooperative contract CT260018004.
- 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. ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a. Exhibit 1– Missouri Economic Impact
 - b. State of Missouri Cooperative Contract CT260018004

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

For Contractor:

Ann Marie Lynch
rfps@berrydunn.com
207-541-2200

For Participating Entity:

Madison Lunte
Senior Procurement Analyst
Madison.Lunte@oa.mo.gov
573-751-8058

- 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:

Signed by:


Signature

Divya Arulsamy

Printed Name

Principal

Title

3/20/2026

Date

PARTICIPATING ENTITY:



Signature

Stacia L. Dawson

Printed Name

Director of the Division of Purchasing

Title

4/27/26

Date

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Attachment 1

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Berry, Dunn, McNeil & Parker, LLC ("BerryDunn," "we," "our") has 10 employees based in the State of Missouri. We do not have any business facilities in the State. To tailor our project support to client needs, we regularly partner with subcontractors to provide specialized subject matter expertise. The following is a list of Missouri-based subcontractors with whom we have a relationship:

- ECCO Select (MBE and WBE)
- Taylor Consulting, LLC (MBE and WBE)
- Rose International (MBE and WBE)
- Seven Seas Technologies, Inc. (S2 Tech) (MBE)

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under this agreement.

BerryDunn has NASPO ValuePoint contract (Portfolio Contractor - NASPO ValuePoint) to provide:

- Procurement Assistance Support Services (PASS)
- IT Research, Advisory, and Consulting (IT RAC) Services
- Value Add/Support Services

Through this agreement, the State of Missouri is seeking IT RAC services. Because this is a convenience contract for as needed services, project teams will be selected based on the State's specific needs and requirements for each project engagement. When appropriate, we will assign Missouri based employees to projects that align with their expertise, skills, and qualifications.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

For calendar year 2025, we paid \$23,321 in taxes to Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Because this is a convenience contract for as-needed services, any subcontracting needs—including the identification of specific subcontracted services and subcontractors—will be determined on a project-by-project basis for the Statements of Work issued by the State. When subcontractors are utilized, we will consider and strive to use Missouri-certified MBE and WBE firms and will comply with any applicable State of Missouri requirements related to MBE and/or WBE participation

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

Based on our understanding of the services provided by Missouri Organizations for the Blind and Missouri Sheltered Workshops, we do not currently anticipate utilizing these organizations in the delivery of consulting services to the State under this contract.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

Because this is a convenience contract for as-needed services, any subcontracting needs—including the identification of specific subcontracted services and subcontractors—will be determined on a project-by-project basis for the Statements of Work issued by the State. When subcontractors are utilized, we will consider and strive to use Missouri-certified SDVE firms and will comply with any applicable State of Missouri requirements related to SDVE participation.