

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

Master Agreement #: 19-19-12

Contractor: **Public Knowledge, LLC**
Participating Entity: **STATE OF MISSISSIPPI**

All services described in RFP-18-002-SW issued on March 21, 2018 by the State of Hawaii State Procurement Office in conjunction with NASPO ValuePoint, any amendments to RFP-18-002-SW, the Contractor's response to RFP-18-002-SW, any amendments to the Contractor's response to RFP-18-002-SW including a Best and Final Offer (if applicable), and the NASPO ValuePoint Master Agreement 19-19-12 for Acquisition Support Services (PASS) executed by the Contractor are included in this contract portfolio. Any services not included in the documents listed above are not included in this contract portfolio.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Procurement of Acquisition Support Services (PASS)* led by the State of *Hawaii* for use by Mississippi state agencies under the purview of the Public Procurement Review Board for the personal and professional service contracts pursuant to Miss. Code Ann. § 27-104-7.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all Mississippi state agencies under the purview of the Public Procurement Review Board for the personal and professional service contracts pursuant to Miss. Code Ann. § 27-104-7. Issues of interpretation and eligibility for participation are solely within the authority of the Office of Personal Service Contract Review at the Mississippi Department of Finance and Administration.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Public Knowledge, Stacey Obrecht
Address: 1911 SW Campus Drive #457
Federal Way, WA 98023
Telephone: 800-776-4229
Email: marketing@pubknow.com
smoss@pubknow.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

Participating Entity

Name: Brittney Thompson
Director, Office of Personal Service Contract Review
Mississippi Department of Finance and Administration
Address: 501 North West Street, Suite 700, Jackson, MS 39205
Telephone: (601) 359-3422
Email: Brittney.Thompson@dfa.ms.gov
OPSCR@dfa.ms.gov

4. Participating Entity Modifications or Additions to The Master Agreement: These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below:

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder. This contract was approved by the Public Procurement Review Board on 11/02/2022.

PAYMODE

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

TERMINATION

Any party may terminate the contract in whole or in part with 90 days written notice to the other party(ies). Contractor shall stop work to the extent specified and incur no further obligations in connection with the terminated work on the date set in the Notice of Termination. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. Payment for completed services delivered and accepted by the State shall be at the contract price.

STOP WORK ORDER

- (1) *Order to Stop Work*: The Participating Entity, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Participating Entity shall either:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Participating Entity decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with Master Agreement 19-19-12.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Participating Entity to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Participating Entity, the Participating Entity shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Participating Entity of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH LAWS

Contractor understands that the [State] 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 the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the 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 and shall be available for examination, copying, or reproduction.

E-PAYMENT

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

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject Contractor to the following:

- 1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- 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 for up to one (1) year; or,
- 3) both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**
Led by the State of **Hawaii**

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

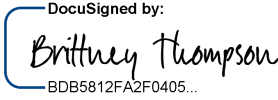
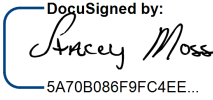
5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Mississippi, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices 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 such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)
Led by the State of Hawaii

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

Participating Entity: State of Mississippi	Contractor: Public Knowledge, LLC
Signature:  DocuSigned by: Brittney Thompson BDB5812FA2F0405...	Signature:  DocuSigned by: Stacey Moss 5A70B086F9FC4EE...
Brittney Thompson, Director Office of Personal Service Contract Review, MS Department of Finance & Administration	Stacey Moss, President Public Knowledge LLC
Date: 1/19/2023	Date: 1/10/2023

CC: Ross Campbell, Chief Procurement Officer, State of Mississippi