



CONTRACT AMENDMENT

Contract Title: Hosted Third Party Reverse Auction Service Provider

Contractor: EASiBuy, LLC

Contract Number: 2020051

Amendment Number: Two (2)

Description of Change:

Adding RFXPremier, a division of the Procurement Professionals Alliance (“PPA”) as a partner to make contract available to other public agencies nationally.

1. **Exhibit D – RFXPremier Cooperative Participating Addendum** to the Agreement is added as new and is attached.
2. All other terms and conditions of the above-referenced Agreement, and Amendment 1 shall remain unchanged and in full force and effect.

Effective Date: June 1, 2024

Acceptance: On behalf of the undersigned Contractor and by executing below, I have given careful consideration to this Contract Amendment and hereby agree to the change(s). Each party acknowledges that it understands, approves, and accepts all of the terms of the Agreement in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first below written.

EASiBuy, LLC:



Signature

Scott T Patterson

Printed Name

05/28/2024

Date

City of Mesa:

Edward Quedens

Signature

Edward Quedens
City Manager Designee

5/29/24 09:09 MST

Date

Reviewed by:

Ted Stallings

Ted Stallings, CPPB
Procurement Officer II

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

Pursuant to Section of the Contract between City of Mesa (“Entity”) and EASiBuy, LLC (“Contractor”), dated March 9, 2020, the Contract is hereby amended as follows:

1. The Definitions Section is amended to include the following terms:

- I. Eligible Entity** means all states (as well as the District of Columbia and US territories), cities, counties, districts, other political subdivisions of any State, Institutions of Higher Education, K-12, quasi-governmental entities, service districts, healthcare institutions, transportation districts, tribes/tribal organizations, or nonprofit organizations.
- II. Master Agreement** means the underlying agreement executed by and between the Lead Entity and the Contractor, as now or hereafter amended.
- III. Order or Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Products.
- IV. Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- V. Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- VI. Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, Institution of Higher Education, K-12, or a nonprofit organization that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- VII. RFXPremier** is a division of the Procurement Professionals Alliance (“PPA”).

I. Participants and Scope

- 1.1 Eligibility for Participation.** Any Eligible Entity may utilize this Master Agreement as a Participating Entity or Purchasing Entity.
- 1.2 Requirement for a Participating Addendum or Order.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum or Order acceptable to the Participating Entity and Contractor is executed.
- 1.3 Applicability of Master Agreement.** Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum or Order. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

- 1.4 Authorized Use.** Use of specific RFxPremier Master Agreements by Participating Entities is subject to each entity's applicable laws, rules, and regulations. Issues of interpretation and eligibility for participation are solely within the authority of the respective Purchasing Entity.
- 1.5 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and those Purchasing Entities who have signed an Order. Eligible entities may use an informal competitive process to determine which Master Agreements to participate in. Purchasing Entities incur no financial obligations on behalf of other Purchasing Entities.
- 1.6 Requirement for Unique Identifier.** Any eligible entity wishing to make a purchase under this Master Agreement shall register for, and receive, a Unique Identifier number from RFxPremier. All Purchases made under this Master Agreement will utilize the unique identifier and contract number.
- 1.7 Eligibility for a Participating Addendum or Order.** All eligible entities may sign their own Participating Addendum or Order. In all instances, the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 1.8 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Entity, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 1.9 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum or Order and will have the same rights and responsibilities for their purchases as the Lead Entity has in the Master Agreement and as the Purchasing Entity has in the Participating Addendum or Order, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum or Order for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 1.10 No Representations.** The Contractor shall not make any representations of RFxPremier, the Lead Entity, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

II. RFxPremier Provisions

- 2.1 Applicability.** RFxPremier is not a party to the Master Agreement. The terms set forth in this Section are for the benefit of RFxPremier as a third-party beneficiary of this Master Agreement.
- 2.2 Administrative Fees**
- 2.2.1 RFxPremier.** Contractor shall pay to RFxPremier, or its assignee, a RFxPremier Administrative Fee of one percent (1%) no later than sixty (60)

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

days following the end of each calendar quarter. The RFxPremier Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The RFxPremier Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead Entity's solicitation.

2.2.2 Entity Imposed Fees. Some Participating Entities may require an additional fee be paid by Contractor directly to the entity on purchases made on that entities Participating Addendum. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the Participating Entity, Contractor may not adjust the Master Agreement pricing to include the entity's fee for purchases made by Purchasing Entities on the Participating Addendum. No such agreement will affect the RFxPremier Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

2.3 RFxPremier Summary and Detailed Usage Reports

2.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to RFxPremier all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by RFxPremier with reasonable notice to Contractor and without amendment to this Master Agreement. RFxPremier shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

2.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by RFxPremier, report Summary Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

2.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by RFxPremier, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by RFxPremier, report Detailed Sales Data to RFxPremier for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

RFxPremier. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

- 2.3.4 Sales Data Crosswalks.** Upon request by RFxPremier, Contractor shall provide to RFxPremier tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by RFxPremier. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with **RFxPremier** to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 2.3.5 Executive Summary.** Contractor shall, upon request by RFxPremier, provide RFxPremier with an executive summary that includes but is not limited to a list of entities with an active Participating Addendum, entities with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. RFxPremier and Contractor will determine the format and content of the executive summary.
- 2.3.6** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit RFxPremier and any other duly authorized agent of RFxPremier, to audit, inspect, and examine Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of two (2) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later.
- 2.3.7** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse RFxPremier for any underpayment of fees found as a result of the examination of the Contractor’s records.
- 2.4 RFxPremier Cooperative Program Marketing, Training, and Performance Review**
- 2.4.1 Staff Education.** Contractor shall work cooperatively with RFxPremier personnel. Contractor shall present plans to RFxPremier for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of RFxPremier procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

- 2.4.2 Onboarding Plan.** Upon request by RFXPremier, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 2.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead Entity and RFXPremier, which may at the discretion of the Lead Entity be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 2.4.4 Use of RFXPremier Logo.** The RFXPremier logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with RFXPremier.
- 2.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead Entity and RFXPremier of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead Entity or RFXPremier, Contractor shall provide a copy of any such provisions.
- 2.5 RFXPremier eMarketPlace**
- 2.5.1** The RFXPremier cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from RFXPremier's cooperative Master Agreements. This eMarketPlace is provided by PPA at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a RFXPremier Master Agreement.
- 2.5.2** Contractor shall cooperate in good faith with PPA, and any third party acting as an agent on behalf of PPA, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the PPA eMarketPlace, per the Implementation Timeline as further described below.
- 2.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the PPA award. Products and/or services not authorized through the resulting PPA cooperative contract should not be viewable by RFXPremier eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by RFXPremier eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

- 2.5.4** Contractor agrees that PPA controls which Master Agreements appear in the eMarketPlace and that PPA may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 2.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 2.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 2.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 2.5.8** Lead Entity reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead Entity and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 2.5.9** PPA Participating Entities may have their own procurement system, separate from the PPA eMarketPlace, that enables the use of certain PPA Master Agreements. In the event one of these entities elects to use this RFXPremier Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and PPA to implement the catalog.
- 2.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 2.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, PPA will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with PPA to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 2.5.11.1** Contractor's PPA eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 2.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 2.5.11.3** PPA will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

2.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to PPA, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead Entity under this Master Agreement are reflected in the eMarketPlace.

2.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

2.5.11.3.3 eQuoting. PPA will work with Contractor to set up participation and use to provide eQuotes through the PPA eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

2.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

2.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

2.5.12.2 A Lead Entity contract identification number for this Master Agreement;

2.5.12.3 Detailed product line item descriptions;

2.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

2.5.12.5 Any additional PPA, Lead Entity, or Participating Addendum requirements.

2.6 Cancellation. In consultation with RFxPremier, the Lead Entity may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead Entity may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than three years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead Entity or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead Entity to cancel the Master Agreement under applicable laws. Cancellation of the Master Agreement does not relieve the Contractor of any duties or responsibilities under a Participating Addendum or Order.

2.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New

EXHIBIT D
RFxPREMIER COOPERATIVE PARTICIPATING ADDENDUM

Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- 2.8 Additional Agreement with PPA.** Upon request by RFXPremier, awarded Contractor shall enter into a direct contractual relationship with PPA related to Contractor's obligations to RFXPremier under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

(REMAINDER OF PAGE INTENTIONALLY BLANK)