# NOTICE OF CONTRACT RENEWAL

**State Of Missouri**
**Office Of Administration**
**Division Of Purchasing**
**PO Box 809**
**Jefferson City, MO 65102-0809**
http://www.oa.mo.gov/purch

| | |
|---|---|
| **CONTRACT NUMBER**<br>C215042001 | **CONTRACT TITLE**<br>Train the Trainer Training |
| **AMENDMENT NUMBER**<br>003 | **CONTRACT PERIOD**<br>April 13, 2017 through April 12, 2018 |
| **REQUISITION NUMBER**<br>NR 931 YYY17708108 | **VENDOR NUMBER**<br>6114136920 0 |
| **CONTRACTOR NAME AND ADDRESS**<br>Insights North America, Inc.<br>4515 Seton Center Pkwy, Ste. 320<br>Austin, TX 78759-5731 | **STATE AGENCY'S NAME AND ADDRESS**<br>State of Missouri<br>Various Agency Locations |
| **ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**<br><br>Contract C215042001 is hereby renewed pursuant to the attached signed Amendment #003 dated 12/14/16. | |
| **BUYER**<br>Daniel Engler | **BUYER CONTACT INFORMATION**<br>Email: daniel.engler@oa.mo.gov<br>Phone: (573) 522-0001 Fax: (573) 526-9816 |
| **SIGNATURE OF BUYER**<br>Daniel Engler | **DATE**<br>December 22, 2016 |
| **DIRECTOR OF PURCHASING**<br>Kevin S. Boeger | |

**STATE OF MISSOURI**
**OFFICE OF ADMINISTRATION**
**DIVISION OF PURCHASING**
**CONTRACT AMENDMENT**

**AMENDMENT NO.: 003**
**CONTRACT NO.: C215042001**
**TITLE: Train the Trainer Training**
**ISSUE DATE: 11/2/16**

**REQ NO.: NR 931 YYY17708108**
**BUYER: Daniel Engler**
**PHONE NO.: (573) 522-0001**
**E-MAIL: daniel.engler@oa.mo.gov**

**TO: Insights North America, Inc**
**4515 Seton Center Parkway, Ste 320**
**Austin, TX 78759-5731**

**RETURN AMENDMENT BY NO LATER THAN: 11/22/16 AT 5:00 PM CENTRAL TIME**

**RETURN AMENDMENT TO THE DIVISION OF PURCHASING BY E-MAIL, FAX, OR MAIL/COURIER:**

| | |
|---|---|
| **SCAN AND E-MAIL TO:** | shelby.williams@oa.mo.gov |
| **FAX TO:** | (573) 526-9816 |
| **MAIL TO:** | Purchasing, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| **COURIER/DELIVER TO:** | Purchasing, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**State of Missouri**
**Various Agency Locations**

**SIGNATURE REQUIRED**

| | |
|---|---|
| DOING BUSINESS AS (DBA) NAME<br>Insights North America, Inc | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br>Insights North America, Inc |
| MAILING ADDRESS<br>4515 Seton Center Pkwy Ste 320 | IRS FORM 1099 MAILING ADDRESS<br>4515 Seton Center Pkwy Ste 320 |
| CITY, STATE, ZIP CODE<br>Austin, TX 78759 | CITY, STATE, ZIP CODE<br>Austin, TX 78759 |

| | | |
|---|---|---|
| CONTACT PERSON<br>Nicholas Stoots | | EMAIL ADDRESS<br>NStoots@insights.com |
| PHONE NUMBER<br>512-371-9200 ext:4819 | | FAX NUMBER<br>512-532-0301 |
| TAXPAYER ID NUMBER (TIN)<br>61-1413692 | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>_X_ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>_X_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt | | |
| AUTHORIZED SIGNATURE | | DATE<br>12-14-16 |
| PRINTED NAME<br>Nicholas Stoots | | TITLE<br>Credit Controller |

**AMENDMENT #003 TO CONTRACT C215042001**

**CONTRACT TITLE:** Train the Trainer Training

**CONTRACT PERIOD:** April 13, 2017 through April 12, 2018

The State of Missouri hereby exercises its option (2nd of 2) to renew the above-referenced contract. The contractor shall indicate in the renewal pricing table the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

- Contractor/Facilitator travel expenses not to exceed current Missouri CONUS rates. http://www.gsa.gov/portal/content/104877
- Shipping expenses of course materials $ Standard Rates, No Upcharge
- Train-the-Trainer training cost (Investment Schedule):
  - 4 Participants: $ 4650.00 per person
  - 5 Participants: $ 4500.00 per person
  - 6 Participants: $ 4400.00 per person
  - 7 Participants: $ 4300.00 per person
  - 8 Participants: $ 4200.00 per person
  - 9 Participants: $ 4100.00 per person
  - 10 Participants: $ 4000.00 per person
  - 11 Participants: $ 3900.00 per person
  - 12 Participants: $ 3800.00 per person

All other terms, conditions, and provisions of the contract, shall remain the same and apply hereto. The contractor shall sign and return this document by the date indicated on page 1.

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
**OFFICE OF ADMINISTRATION**
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
http://oa.mo.gov/purchasing

Karen S. Boeger
Director

December 14, 2016

Insights North America, Inc.
4515 Seton Center Parkway, Ste. 320
Austin, TX 78759-5731

Re: Renewal of Contract C215042001 Train the Trainer Training

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the prices you submitted exceed the maximum amount allowed per the contract for the line items listed below.

I have indicated below the maximum allowable prices for these line items. Please indicate acknowledgment and acceptance of the listed prices by signing immediately beneath on the line provided, and return this letter to me.

- 4 Participants: $4612.00 per person
- 5 Participants: $4472.00 per person
- 6 Participants: $4368.00 per person
- 7 Participants: $4264.00 per person
- 8 Participants: $4160.00 per person
- 9 Participants: $4065.00 per person
- 10 Participants: $3952.00 per person
- 11 Participants: $3848.00 per person
- 12 Participants: $3744.00 per person

Signature 12-14-16
Date

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,

Daniel Engler 12/14/16

# NOTICE OF CONTRACT AMENDMENT

**State Of Missouri**
**Office Of Administration**
**Division Of Purchasing And Materials Management**
**PO Box 809**
**Jefferson City, MO 65102-0809**
http://www.oa.mo.gov/purch

| CONTRACT NUMBER | CONTRACT TITLE |
|---|---|
| C215042001 | Train the Trainer Training |
| **AMENDMENT NUMBER** | **CONTRACT PERIOD** |
| 002 | April 13, 2016 through April 12, 2017 |
| **REQUISITION NUMBER** | **VENDOR NUMBER** |
| NR 931 YYY15708482 | 6114136920 0 |
| **CONTRACTOR NAME AND ADDRESS** | **STATE AGENCY'S NAME AND ADDRESS** |
| Insights North America, Inc.<br>4515 Seton Center Pkwy, Ste. 320<br>Austin, TX 78759-5731 | State of Missouri<br>Various Agency Locations |

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

Contract C215042001 is hereby renewed pursuant to the attached signed Amendment #002 dated 01/14/16.

| BUYER | BUYER CONTACT INFORMATION |
|---|---|
| Shannon Branson | Email: Shannon.Branson@oa.mo.gov<br>Phone: (573) 751-3331 Fax: (573) 526-9816 |
| **SIGNATURE OF BUYER** | **DATE** |
| Shannon Branson | January 14, 2016 |

**DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT**

Kevin S. Boeger

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: C215042001
TITLE: Train the Trainer Training
ISSUE DATE: 1/6/15

REQ NO.: NR 931YYY15708482
BUYER: Shannon Branson
PHONE NO.: (573) 751-3331
E-MAIL: shannon.branson@oa.mo.gov

TO: Insights North America, Inc
4515 Seton Center Parkway, Ste 320
Austin, TX 78759-5731

RETURN AMENDMENT BY NO LATER THAN: 1/19/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---|---|
| SCAN AND E-MAIL TO: | shannon.branson@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

State of Missouri
Various Agency Locations

SIGNATURE REQUIRED

| | |
|---|---|
| DOING BUSINESS AS (DBA) NAME | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. |
| MAILING ADDRESS | IRS FORM 1099 MAILING ADDRESS |
| CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE |

| | | |
|---|---|---|
| CONTACT PERSON | | EMAIL ADDRESS |
| PHONE NUMBER | | FAX NUMBER |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt | | |
| AUTHORIZED SIGNATURE | | DATE 1-14-16 |
| PRINTED NAME David Goldstein | | TITLE Controller |

**AMENDMENT #002 TO CONTRACT C215042001**

**CONTRACT TITLE:** Train the Trainer Training

**CONTRACT PERIOD:** April 13, 2016 through April 12, 2017

The State of Missouri hereby exercises its option (1st of 2) to renew the above-referenced contract. The contractor shall indicate in the renewal pricing table the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract. The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

- Contractor/Facilitator travel expenses not to exceed current Missouri CONUS rates. http://www.gsa.gov/portal/content/104877
- Shipping expenses of course materials $ Standard Rates, no upcharge
- Train-the-Trainer training cost (Investment Schedule):
  - 4 Participants: $ $4435 per person
  - 5 Participants: $ $4300 per person
  - 6 Participants: $ $4200 per person
  - 7 Participants: $ $4100 per person
  - 8 Participants: $ $4000 per person
  - 9 Participants: $ $3900 per person
  - 10 Participants: $ $3800 per person
  - 11 Participants: $ $3700 per person
  - 12 Participants: $ $3600 per person

All other terms, conditions, and provisions of the contract, shall remain the same and apply hereto. The contractor shall sign and return this document by the date indicated on page 1.

# NOTICE OF CONTRACT AMENDMENT

**State Of Missouri**
**Office Of Administration**
**Division Of Purchasing And Materials Management**
**PO Box 809**
**Jefferson City, MO 65102-0809**
http://www.oa.mo.gov/purch

| CONTRACT NUMBER | CONTRACT TITLE |
|---|---|
| C215042001 | Train the Trainer Training |
| **AMENDMENT NUMBER** | **CONTRACT PERIOD** |
| 001 | April 13, 2015 through April 12, 2016 |
| **REQUISITION NUMBER** | **VENDOR NUMBER** |
| NR 931 YYY15708482 | 6114136920 0 |
| **CONTRACTOR NAME AND ADDRESS** | **STATE AGENCY'S NAME AND ADDRESS** |
| Insights North America, Inc.<br>4515 Seton Center Pkwy, Ste. 320<br>Austin, TX 78759-5731 | State of Missouri<br>Various Agency Locations |

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

Contract C215042001 is hereby amended pursuant to the attached signed Amendment #001 dated 08/04/15.

| BUYER | BUYER CONTACT INFORMATION |
|---|---|
| Shannon Branson | Email: Shannon.Branson@oa.mo.gov<br>Phone: (573) 751-3331 Fax: (573) 526-9816 |
| **SIGNATURE OF BUYER** | **DATE** |
| | August 13, 2015 |

**DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT**

**STATE OF MISSOURI**
**OFFICE OF ADMINISTRATION**
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)**
**CONTRACT AMENDMENT**

**AMENDMENT NO.: 001**
**CONTRACT NO.: C215042001**
**TITLE: Train the Trainer Training**
**ISSUE DATE: 7/31/15**

**REQ NO.: NR 931YYY15708482**
**BUYER: Shannon Branson**
**PHONE NO.: (573) 751-3331**
**E-MAIL: shannon.branson@oa.mo.gov**

**TO: Insights North America, Inc**
**4515 Seton Center Parkway, Ste 320**
**Austin, TX 78759-5731**

**RETURN AMENDMENT BY NO LATER THAN: 8/7/15 AT 5:00 PM CENTRAL TIME**

**RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:**

| | |
|---|---|
| **SCAN AND E-MAIL TO:** | shannon.branson@oa.mo.gov |
| **FAX TO:** | (573) 526-9816 |
| **MAIL TO:** | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| **COURIER/DELIVER TO:** | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**State of Missouri**
**Various Agency Locations**

**SIGNATURE REQUIRED**

| | |
|---|---|
| DOING BUSINESS AS (DBA) NAME<br>Insights North America, Inc. | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.<br>Insights North America, Inc. |
| MAILING ADDRESS<br>4500 Seton Center Parkway, Suite 320 | IRS FORM 1099 MAILING ADDRESS<br>Same |
| CITY, STATE, ZIP CODE<br>Austin, TX 78759 | CITY, STATE, ZIP CODE<br>Same |

| | | |
|---|---|---|
| CONTACT PERSON<br>Chris Miller | | EMAIL ADDRESS<br>cmiller@insights.com |
| PHONE NUMBER<br>952-454-4575 | | FAX NUMBER |
| TAXPAYER ID NUMBER (TIN)<br>61-1413692 | TAXPAYER ID (TIN) TYPE (CHECK ONE)<br>✓ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN) |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)<br>✓ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt | | |
| AUTHORIZED SIGNATURE | | DATE 8-4-15 |
| PRINTED NAME<br>David Goodstein | | TITLE<br>Controller |

## AMENDMENT #001 TO CONTRACT C215042001

**CONTRACT TITLE:** Train the Trainer Training

**CONTRACT PERIOD:** April 13, 2015 through April 12, 2016

The State of Missouri desires to amend the above referenced contract to add train-the-trainer training for the Department of Corrections. The train-the-trainer training shall be conducted on a schedule that is mutually agreed upon by the Department and the contractor.

- Contractor/Facilitator travel expenses not to exceed current Missouri CONUS rates. http://www.gsa.gov/portal/content/104877
- Shipping expenses of course materials $ billed at atual cost
- Train-the-Trainer training cost (Investment Schedule):
  - 4 Participants: $4435 per person
  - 5 Participants: $4300 per person
  - 6 Participants: $4200 per person
  - 7 Participants: $4100 per person
  - 8 Participants: $4000 per person
  - 9 Participants: $3900 per person
  - 10 Participants: $3800 per person
  - 11 Participants: $3700 per person
  - 12 Participants: $3600 per person

The Train-the-Trainer cost shall include the standard materials for the course and one (1) Insights Card Game for each participant. The contractor shall send all participants instructions for pre-work and must emphasize to the participants the importance of completing the pre-work prior to attending the course.

The Department must send the contractor, via email, a participant list with names, work addresses, phone numbers, and venue shipping instructions at least eight (8) weeks prior to the course being held.

All other terms, conditions, and provisions of the contract, including applicable pricing, shall remain the same and apply hereto. The contractor shall sign and return this document by the date indicated on page 1.

# NOTICE OF AWARD

**State Of Missouri**
**Office Of Administration**
**Division Of Purchasing And Materials Management**
**PO Box 809**
**Jefferson City, MO 65102-0809**
http://oa.mo.gov/purchasing-materials-management

| CONTRACT NUMBER | CONTRACT TITLE |
|---|---|
| C215042001 | Insights Products |
| **AMENDMENT NUMBER** | **CONTRACT PERIOD** |
| N/A | April 13, 2015 through April 12, 2016 |
| **REQUISITION NUMBER** | **VENDOR NUMBER** |
| NA | 6114136920 0 |
| **CONTRACTOR NAME AND ADDRESS** | **STATE AGENCY'S NAME AND ADDRESS** |
| Insights North America, Inc.<br>4515 Seton Center Parkway, Ste 320<br>Austin, TX 78759-5731 | State of Missouri<br>Various Agency Locations |

**ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:**

In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C215042001 for use by the Department of Corrections, Office of Administration, Division of Personnel, and the Department of Natural Resources for Insights Products, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Department of Corrections, Office of Administration, Division of Personnel, and the Department of Natural Resources and Insights North America, Inc. shall reference the State of Missouri contract number.

| BUYER | BUYER CONTACT INFORMATION |
|---|---|
| Jacqueline Satterlee | Email: jacqueline.satterlee@oa.mo.gov<br>Phone: (573) 751-4925 Fax: (573) 526-9816 |
| **SIGNATURE OF BUYER** | **DATE** |
| Jacqueline Satterlee | 4/9/15 |

**DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT**

Kevin Boyer

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: B2Z15042
TITLE: INSIGHTS PRODUCTS
ISSUE DATE: 03/31/15

REQ NO.: NA
BUYER: JACQUELINE SATTERLEE
PHONE NO.: (573)751-4925
E-MAIL: jacqueline.satterlee@oa.mo.gov

TO: INSIGHTS NORTH AMERICA, INC.
4515 SETON CENTER PARKWAY, SUITE 230
AUSTIN, TX 78759

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---|---|
| SCAN AND E-MAIL TO: | jacqueline.satterlee@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE (1) YEAR

DELIVER SUPPLIES/SERVICES FOB (Free on Board) DESTINATION TO THE FOLLOWING ADDRESS:

STATE OF MISSOURI
VARIOUS AGENCY LOCATIONS

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

| | |
|---|---|
| DOING BUSINESS AS (DBA) NAME: Insights North America, Inc | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.: Insights North America, Inc |
| MAILING ADDRESS: 4515 Seton Center Pkwy Suite 320 | IRS FORM 1099 MAILING ADDRESS: Same |
| CITY, STATE, ZIP CODE: Austin, TX 78759 | CITY, STATE, ZIP CODE: same |

| | | |
|---|---|---|
| CONTACT PERSON: David Goodstein | EMAIL ADDRESS: dgoodstein@insights.com | |
| PHONE NUMBER: 512-371-9200 | FAX NUMBER: 512-532-0301 | |
| TAXPAYER ID NUMBER (TIN): 61-1413692 | TAXPAYER ID (TIN) TYPE (CHECK ONE): ✓ FEIN ___ SSN | VENDOR NUMBER (IF KNOWN): |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE): ✓ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt | | |
| AUTHORIZED SIGNATURE: | DATE: 4-9-15 | |
| PRINTED NAME: David Goodstein | TITLE: Controller | |

## 1. INTRODUCTION:

### 1.1 Purpose:

1.1.1 The Missouri Office of Administration, Division of Purchasing and Materials Management (DPMM) also referred to herein as the agency or state agency, requires Insights Products. This agreement shall serve the purpose of establishing procurement authority to allow various state agencies to acquire the required products at the prices provided herein.

### 1.2 Single Feasible Source Authority:

1.2.1 Pursuant to section 34.044, RSMo, allowing Single Feasible Source procurement, the State of Missouri desires to establish a contract with Insight North America, Inc., also referred to herein as the contractor, to acquire Insights products at the prices provided herein.

### 1.3 Other Agencies May Order:

1.3.1 The State reserves the right to allow other state agencies to order from the contract, providing prior approval of the Division of Purchasing and Materials Management is obtained.

### 1.4 General Instructions/Requirements:

1.4.1 Please complete and sign this document including the provision of firm, fixed prices. Your signature is required to confirm your offer to contract for the products and services described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing and Materials Management, a binding contract shall exist between Insights North America, Inc. and the State of Missouri.

1.4.2 Time is of the essence regarding submittal of information relating to this request. **Your response to this document is required by 04/13/2015.** If you have any questions, you may contact me at 573-751-4925 or at jacqueline.satterlee@oa.mo.gov.

**END OF SECTION**

## 2. CONTRACT REQUIREMENTS

### 2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the SFS document B2Z15042 and any amendments thereto, (2) the contractor's response to the SFS, (3) clarifications, if any,(4) the Division of Purchasing and Materials Management Terms and Conditions, and (5) the Division of Purchasing and Materials Management's acceptance of the response by "notice of award" or by "purchase order".

2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

2.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### 2.2 Contract Period:

2.2.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during renewal periods. Pricing for the renewal period may adjust according to the applicable pricing adjustment for the specific renewal period as found on the Pricing Page.

### 2.3 Renewal Periods:

2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.

2.3.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

**2.4 Contract Price:**

2.4.1 All prices shall be as indicated on the Pricing Page in Exhibit A of this document. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**2.5 Payment Terms:**

2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the contract.

2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx.

2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 2, "Invoicing and Payment") unless otherwise addressed herein, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated herein. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at http://www.moga.mo.gov/STATUTES/STATUTES.HTM.

**2.6 Contractor Liability:**

2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the State for losses or damages (other than those listed above); (2) loss of, or damage to, the State's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.6.4 The contractor understands and agrees that pursuant to the Constitution of the State of Missouri, Article III, Section 39 the State shall not indemnify, hold harmless, or agree in advance to defend any person or entity.

**2.7 Independent Contractor:**

2.7.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

**2.8 Coordination:**

2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

**2.9 Insurance:**

2.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

**2.10 Termination:**

2.10.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**2.11 Assignment:**

2.11.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

**2.12 Appropriation of Funds:**

2.12.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been sufficiently appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

**2.13 Breach of Contract:**

2.13.1 Circumstances may arise where, because of a default by the contractor on its contractual requirements, the state is entitled to recover damages from the contract for breach of contract. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The state may specify that the actual cure be completed within no more than 30 working days from notification, or at a minimum that the contractor must provide the DPMM within five (5) working days from notification a written plan detailing how the contractor intends to cure the breach and detailing the timeframe for the proposed cure. The state shall have the right to reject all proposed cures.

2.13.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

2.13.3 If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.

2.13.4 Notwithstanding the provisions described herein, no provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

**2.14 Inventions, Patents, and Copyrights:**

2.14.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

2.14.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent

or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

2.14.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

**2.15 Intellectual Property**

2.15.1 Any and all Intellectual Property Rights used or generated by contractor in the provision of the Products and Services (including all software) to the state shall be the exclusive property of the contractor ("Contractor's Intellectual Property") except, where the State of Missouri provides materials or information which the state owns or has acquired rights to that is used in the delivery or performance of the Products and Services ("State of Missouri Intellectual Property"), then ownership of these rights remain with the State of Missouri. Other than the license expressly granted in paragraph 2.19.3 the State of Missouri shall acquire no right or interest in the Contractor's Intellectual Property.

2.15.2 The State of Missouri shall not be entitled to amend, modify, copy, adapt or re-use the Contractor's Intellectual Property or in any way, alter, obliterate, conceal, or copy any Intellectual Property Rights of the contractor without the prior written consent of the contractor. The State of Missouri further agrees that it will not copy, produce, make, modify, manufacture, supply or assist any other party to copy, produce, make, modify, manufacture or supply the contractor's Products or any part thereof for use, sale, or other purpose.

2.15.3 This contract grants to the State of Missouri a non-exclusive and non-transferable licence to utilize Contractor's Intellectual Property and the Products and Services for internal learning and development purposes only in a manner consistent with the relevant Award Notice or Purchase Order and subject to payment. Any use and/or delivery of the Products and Services and the related Intellectual Property Rights by or to unauthorized participants or third parties shall constitute a breach of this Contract. Only Client Practitioners that are currently

employed by the State of Missouri may deliver the contractor's Product and Services within the State of Missouri.

2.15.4 This contract grants to the contractor a royalty-free, non-exclusive and non-transferable license to utilize State of Missouri Intellectual Property for the delivery of the Products and Services to the State of Missouri only. Any use of State Intellectual Property by any unauthorized participants or third parties or for any other purpose shall constitute a breach of this contract.

2.15.5 Where an Award Notice or Purchase Order includes the attendance of any individual employee or other representative of the State of Missouri at a program delivered by the contractor which allows that individual to become accredited in certain of the contractor's Products and Services as a "Client Practitioner", the state agency agrees to ensure that each Client Practitioner complies with the Client Practitioner Terms and Conditions, the details of which are presented as **Attachment 1**. The state agency will support Client Practitioner to become and remain fully accredited to facilitate and deliver the specified the contractor's Products and Services for the state's internal learning and development purposes only.

**2.16 Contractor's Personnel:**

2.16.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.16.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

2.16.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

**2.17 Confidentiality and Security Documents:**

2.17.1 If required by the state agency and applicable to the software and services provided to the State of Missouri by the contractor under the contract, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.17.2 Confidential Information – Each party acknowledges that in the course of performing under the contract, or in the course of discussing or negotiating future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, the contractor's Confidential Information shall include, without limitation, business information; information regarding the contractor's products, services, and documentation; reports generated by or for the contractor; the contractor's methods of database creation; the contractor's translation, standardization, enhancement, and health data analysis techniques, health data reporting, profiling methods and

formats; software tools for report creation, distribution and retrieval; and associated algorithms, tools, programs, software architecture and technology. Without limiting the foregoing, the State of Missouri's Confidential Information shall include information regarding the State's business and information regarding the State's patients, members, and claims data.

2.17.3 Protection of Confidentiality – Subject to the State of Missouri Open Records law RSMo 610-021, each party agrees that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under the contract; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Upon termination or expiration of the contract, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors. Each party agrees to notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information.

2.17.4 Release Pursuant to Court Order – If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.

2.17.5 Exclusions – Nothing in the contract shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of the contract; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

**2.18 Property of State:**

2.18.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

**2.19 Business Compliance:**

2.19.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

**2.20 Debarment Certification:**

2.20.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., **Exhibit B** with their SFS response. This document must be satisfactorily completed prior to award of the contract.

**2.21 Miscellaneous Submittal Information:**

2.21.1 The contractor should respond to the information requested in Exhibit C, Miscellaneous Information. This exhibit must be satisfactorily completed prior to award of the contract.

a. Outside United States: If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

**END OF SECTION**

## 3. PERFORMANCE REQUIREMENTS

### 3.1 General Requirements:

3.1.1 The units shall specifically be for generating profiles from the Insights Preference Evaluator for the Insights Chapter(s) deemed necessary by a state agency's certified trainer. All product/services provided by the contractor shall meet and/or exceed the requirements described herein.

3.1.2 Once a profile is generated, there shall be no limit to the number of times it may be printed by a state agency.

3.1.3 The units provided by the contractor shall be accessible from a HASP connected to the state agency's certified trainer's CPU.

3.1.4 The contractor shall minimally provide units on an as needed, if needed basis for the following state agencies:

Department of Corrections – Training Academy
P.O. Box 236, 1717 Industrial Drive, 3rd Floor
Jefferson City, MO 65102

Department of Corrections – Central Region
Training Center
P.O. Box 236, 1717 Industrial Drive, 1st Floor
Jefferson City, MO 65102

Department of Corrections – Eastern Region
Training Center
901 Progress Drive, Suite 101
Farmington, MO 63640

Department of Corrections – Western Region
Training Center
902 Edmond, Suite 300
St. Joseph, MO 64501

Office of Administration – Division of Personnel
P.O. Box 388, Truman Office Building, Room 430
Jefferson City, MO 65102

Department of Natural Resources
1101 Riverside Drive, P.O. Box 176
Jefferson City, MO 65102

3.1.5 The State of Missouri does not guarantee any minimum or maximum amount of the contractor's products/services that may be purchased.

3.1.6 The state agency's Client Practitioners shall have the right to print unlimited copies of the copyrighted workbook that was given to the Client Practitioners at the conclusion of their training by Insights Learning & Development Ltd. provided such rights were granted by Insights Learning &Development Ltd.

a. The contractor shall not charge any fees related to the workbooks.

3.1.7 Upon receipt of a purchase order from an agency authorized to use the contract, the contractor shall send the trainer specified on the purchase order an email message with a code to unlock the units purchased by the state agency. The contractor shall provide the code within five (5) business days after receipt of the purchase order.

a. The purchase order issued by the agency will include the email address to which the code to unlock purchased units shall be set.

**3.2 Mandatory Evaluator Personal Profile Delivery Requirements:**

3.2.1 If a class participant completes the Insights Evaluator online, the contractor must send the raw data to be included in the personal profile, to the Client Practitioner specified on the purchase order within twenty-four (24) hours after entry. The contractor must send the raw data via email.

3.2.2 If a class participant completes the paper version of the Insights Evaluator, that data will be entered by the state agency's Client Practitioner. The contractor must send the raw data to be included in the personal profile, to the trainer specified on the purchase order within twenty-four (24) hours after the data is entered. The contractor must send the raw data via email.

**3.3 Information Technology Accessibility Compliance Requirements:**

3.3.1 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (http://oa.mo.gov/information-technology-itsd/it-governance/enterprise-architecture/interface-domain/approved)provide direction for complying with RSMo 191.863. All products provided by the contractor, including enhancements, changes and upgrades to the products, shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT); or other comparable document.

a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the state. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

**3.4 System Licensing Requirements:**

3.4.1 Any language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s) shall be of no force or effect and nonbinding if such language or provision conflict with the terms and conditions of SFS B2Z15042. The terms and conditions of SFS B2Z15042 shall supersede and govern in the event of conflict with the language or provisions contained in any of the contractor's or third party's software and web application "shrinkwrap" or "clickwrap" licensing agreement(s).

**3.5 Single Point of Contact Requirement:**

3.5.1 The contractor must function as the single point of contact for the state agency, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.

**END OF SECTION**

## EXHIBIT A

## CONTRACT PRICING

Insights North America, Inc. must state below all applicable firm, fixed costs necessary to satisfy the requirements of the SFS B2Z15042. All prices quoted shall be considered firm and fixed for the duration of the contract period. Unless stated in Exhibit A, or agreed to by the parties, the State shall assume that absolutely no other fees or charges will be assessed to the State whatsoever to satisfy the SFS requirements.

| LINE ITEM | DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|---|
| 001 | C/S Code: 92091<br>*Training, Data Processing* | EA | $5.50 |
| | **Insights Discovery Desktop Units**<br>• Minimum purchase of 250 units | | |
| 002 | C/S Code: 92091<br>*Training, Data Processing* | EA | $0.55 |
| | **Insights Discovery Online Units**<br>• Minimum purchase of 2,500 units | | |
| 003 | C/S Code: 92091<br>*Training, Data Processing* | EA | $8.20 |
| | **Insights Discovery Communication Blocks** | | |
| 004 | C/S Code: 92091<br>*Training, Data Processing* | EA | $3.10 |
| | **Insights Discovery Half Sheet Job Aids** | | |
| 005 | C/S Code: 92091<br>*Training, Data Processing* | EA | $4.10 |
| | **Insights Discovery Full Sheet Job Aids** | | |
| 006 | C/S Code: 92091<br>*Training, Data Processing* | EA | $23.00 |
| | **Foundations Series Reference Guide** | | |
| 007 | C/S Code: 92091<br>*Training, Data Processing* | EA | $43.40 |
| | **Insights Discovery Workshop Journal** | | |

## RENEWAL OPTIONS:

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years.

The vendor shall indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

**NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

| | Maximum Increase | | Minimum Decrease |
|---|---|---|---|
| 1st Renewal Period: | original price + 2 % | OR | original price - ____ % |
| 2nd Renewal Period: | original price + 4 % | OR | original price - ____ % |

## EXHIBIT B

### Certification Regarding
### Debarment, Suspension, Ineligibility and Voluntary Exclusion
### Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insights North America, Inc 167100291

Company Name DUNS #

David Goodstein Controller

Authorized Representative's Printed Name Authorized Representative's Title

4-9-15

*Authorized Representative's Signature* Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## EXHIBIT C

## MISCELLANEOUS INFORMATION

**EXECUTIVE ORDER 04-09: PRODUCTS AND/OR SERVICES PROVIDED OUTSIDE UNITED STATES:**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|---|---|---|
| Are any of the contractor's proposed products and/or services being manufactured or performed at sites outside the United States? | Yes ____ | No X |
| If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp) | Yes ____ | No ____ |

If YES, mark the appropriate exemption below, and provide the requested details:

____ a. Unique good or service.

- EXPLAIN:_____

____ b. Foreign firm hired to market Missouri services/products to a foreign country.

- Identify foreign country: _____

____ c. Economic cost factor exists

- EXPLAIN:_____

____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.

- Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___%
- Specify what contract work would be performed outside the United States:

_____

# STATE OF MISSOURI
# DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
# TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

## 1. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

## 2. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 4. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

## 6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be

merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 7. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 30 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## 9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## 10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## 11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## 14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

Revised 01/26/12

## Attachment 1

## CLIENT PRACTITIONER TERMS AND CONDITIONS

### Introduction

These Terms and Conditions form part of the overall agreement between Insights North America, Inc. d/b/a Insights Learning and Development ("Insights") and [ENTER CLIENT NAME] 'Client' for the supply of products and services.

These Terms and Conditions govern how individuals who become and remain qualified in the use of Insight products and services can utilise these products and services for the benefit of Client as the organization that the individuals are currently employed by and who is meeting the costs of the individuals becoming and remaining qualified.

These individuals are referred to as ***Insights Client Practitioners (CPs).***

Insights and Client agree to ensure that all CPs are aware of and fully comply with these Terms and Conditions.

Further information, explanation and guidance regarding the implementation of these Terms and Conditions including details of the qualification and renewal process are available from Insights.

### Licence

Subject to these Terms and Conditions, Insights grants to Client and the CPs employed by Client the non-exclusive license to use the intellectual property rights in Insights products and services for internal learning and development purposes within Client as the organization that the CPs are currently employed by and who is funding the costs of the CPs becoming and remaining qualified to use specific Insights products and services.

In the event of any material breach of these Terms and Conditions Insights reserves the right to terminate the license of any CP with immediate effect.

### Use of Insights Products and Services

CPs shall:

- not utilize the Insights products and services in an application that does not align to Insights core values, philosophy or operating practices;
- fully comply with Insights' "Standards of Practice" including all "Renewal" and "Continuing Education" requirements for all relevant Insights products and services as stipulated by Insights and as may be updated by from time to time;
- wherever possible when facilitating using Insights solutions incorporate use of the range of approved Insights products and services including profiles, workbooks, materials and other support materials.
- not be entitled to use Insights products or materials with any other organization other than Client without the express prior written consent of Insights;
- ensure compliance with these Terms and Conditions at all times including where CPs are supported by colleagues within Client to use Insights products and services (e.g. administrative staff producing Insights profiles);
- be entitled to receive all materials, documentation and products in English unless agreed otherwise. Where possible Insights shall supply materials in other languages in agreement with the Client and CPs. CPs shall not translate or in any way be involved with the translation of any Insights materials or products into another language without the express prior written consent of Insights;
- be entitled to obtain and receive advice, consulting and facilitation expertise from Insights as required at rates to be agreed between Insights and Client on a case by case basis.

**Obligations of CPs**

CPs shall:

- become and remain qualified for each of the relevant Insights products and services a CP wishes to use and fully comply with the requirements of remaining qualified in all products and services to standard stipulated by Insights;
- not permit any individual who is not a qualified Insights Practitioner to lead workshops, coach teams or individuals or lead broad application sessions using the Insights products or services;
- receive training and support from Insights at such cost as will be agreed with Client to ensure that CPs remain fully qualified to use the relevant Insights products and services:
- maximize all opportunities to use Insights products and services to the benefit of Client;
- ensure that Client shall pay all relevant fees and charges in relation to the CPs becoming and remaining qualified and comply with any other reasonable requirements regarding qualifications and compliance with these terms and Conditions as specified by Insights;
- only use Insights products and services for learning and development purposes that have been created, approved and made available to CPs by Insights for those specific purposes;
- only use marketing and promotional materials that have been created, approved and made available to CPs by Insights for those specific purposes;
- receive updated and enhanced versions of relevant Insights products and materials as and when Insights produces such updated versions and enhancements at costs to be agreed with Client and charged at the discretion of Insights.
- only promote and use Insights products and services in line with the "Marketing Guidelines" stipulated by Insights and as may be updated from time to time and not engage in the marketing, sales, distribution or use of Insights products and services in any way other than stipulated without the express written consent of Insights;
- not assign or delegate any of their rights or obligations under these Terms and Conditions to any other person without the express prior written consent of Insights;
- keep full and accurate records of the location of each and every software and hardware item related to Insights products and services (e.g. Discovery Software and HASPs);
- when processing any personal data in connection with Insights products and services or these Terms and Conditions, comply in all respects with the terms of all relevant data protection and privacy legislation and any data protection policy of Insights as published on the Insights web site www.insights.com;
- provide reports and information to Insights regarding any activities in connection with these Terms and Conditions where reasonably requested by Insights;
- inform Insights of any known breaches of these Terms and Conditions or any Insights' published guidelines, strategies and standards within a reasonable time of CPs first becoming aware of such breach.

**Intellectual Property**

CPs:

- acknowledge that any and all of the copyright, trademarks and other intellectual property rights used or embodied in or in connection with the use of Insights products and services will at all times remain the property of Insights;
- will ensure that the relevant copyright statements are reproduced on all copies of Insights products and materials and the ownership of all intellectual property by Insights;
- may customize Insights standard learning materials provided to CPs in PowerPoint format only where required in order to adapt the standard PowerPoint slides to meet specific learning and development requirements of Client subject to the following:
  - only where customization is undertaken in a manner consistent with Insights' published guidelines, strategies and standards;
  - where Insights copyright, trademark and other intellectual property rights are acknowledged and clearly identified;

  - if CPs would like any help and advice to customize the PowerPoint materials or are in any doubt about the appropriate use of Insights intellectual property CPs should contact their Insights representative.
  - Insights may request a copy of all customized PowerPoint materials;
  - Insights retain the right to undertake amendments or instruct that amendments are made to any PowerPoint materials or instruct the withdrawal of any materials that Insights deem inappropriate or unfit for purpose.
- are encouraged to take advantage of the range of creative, development and production services Insights can provide to create customized learning materials and to submit any customization proposals or requests for review and discussion giving as much notice as possible;
- cannot create any product, printed material, workbook, promotional items, facilitation or consultancy service that includes, uses or is based on any Insights products and services or Insights' intellectual property rights unless all details have expressly been agreed in writing in advance by Insights and only where Insights approves all documents, materials or information prior to first use. Any agreement may be subject to commercial terms being agreed which may include payment of royalties and other charges. Where formal agreement has not been reached in advance all rights, title and interest in all such newly developed or created products, materials or services shall be held by Insights.
- cannot undertake research using Insights products or services or the intellectual property rights contained therein without the express prior written consent of Insights.

**Duration and Termination of this Agreement**

- This license shall remain in place for all CPs employed by Client unless Insights identifies that any CP is in breach of any of these terms and conditions in which case Insights shall discuss the breach and agree future actions with the CP and Client in order to remedy the breach, such future actions to be confirmed in writing by Insights. If the breach or multiple breaches is/are not remedied within 14 days (or other such period that is mutually agreed) of having been formally notified of the actions required, the CP will be deemed to be in material breach of these terms and conditions and Insights shall have the option to immediately terminate the rights of that CP to use Insights products and services.
- If CP ceases to be qualified in any one specific product at any time including the payment of all appropriate fees the license to use that product and service is automatically and immediately terminated and CP will not be able to use the Insights products and services associated with that qualification in any way.
- In the event that any CP leaves the employment of Client that CP cannot use any Insights products and services in any way unless and until alternative agreement is reached with Insights. Insights cannot guarantee that CP will be allowed to use Insights products and services in any alternative way in future.