

MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
BERRYDUNN
EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028

THIS MASTER AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the eligible organizations located in compact member states, and Berry, Dunn, McNeil & Parker, LLC, (hereafter "BerryDunn" or "Provider") with corporate offices located at 221 Congress Street, Portland, ME 04102. For purposes of this Master Agreement (hereafter "Agreement"), MHEC and Provider are referred to collectively as the "Parties" or individually as "Party."

Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of twelve Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and

Whereas, through strategic inter-regional agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE), MHEC extends the benefits of its Master Agreements nationwide, enabling collaboration, resource sharing, and cost efficiencies among a broad range of eligible organizations, including public and nonprofit higher education institutions, public and nonprofit K-12 educational institutions, state and local government entities across the participating compact regions; and

Whereas, the **MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024)**, dated April 18, 2024, was designed to procure scalable, innovative, and cost-effective Enterprise Resource Planning (ERP) solutions and services tailored to the diverse operational and strategic needs of higher education institutions; and

Whereas, the RFP aimed to identify ERP vendors, system integrators, consulting partners, and resellers capable of delivering end-to-end ERP solutions with a focus on scalability, innovation, and cost efficiency for public and non-profit higher education institutions, while also offering availability to other eligible organizations; and

Whereas, MHEC conducted a competitive sourcing event and upon completion of the competitive process Berry, Dunn, McNeil & Packer, LLC, received an award; and

Whereas, this Agreement provides comprehensive access to ERP systems, cloud-based services, AI and data analytics platforms, and associated services enabling institutions to streamline

administrative functions, enhance student services, and support evidence-based decision-making; and

Whereas, the agreement is the result of a competitive sourcing process consistent with local, state, and federal procurement laws, with the aim of ensuring fairness, transparency, and alignment with public procurement standards; and

Whereas, this agreement supports institutional goals of operational sustainability, student success, and compliance by providing access to future-ready ERP solutions and expert support; and

Whereas, MHEC agreements are grounded in rigorous oversight, regular reporting, and continuous improvement processes, offering decision-makers confidence in the reliability and value of this cooperative procurement effort; and

Whereas, institutions and other eligible organizations that leverage this Agreement gain the benefits of collective procurement, reduced administrative burden, and cost-effective solutions that are scalable to their unique needs; and

Whereas, this Agreement represents a strategic initiative to drive operational excellence and deliver measurable value to public and non-profit higher education institutions, as well as other eligible organizations nationwide; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, this Agreement defines the terms and conditions under which eligible organizations may procure ERP systems and associated services from the Provider. This Agreement is designed to promote collaboration, cost savings, and alignment with institutional goals and strategic objectives.

1. CONTRACT TERM

This Agreement shall become effective on January 1, 2026, and shall remain in effect until December 31, 2028 (the "Term Ending Date"), unless terminated earlier as provided herein. The Agreement may be renewed for up to four (4) additional years by mutual written agreement of the Parties. During the Agreement's term, Eligible Organizations may procure products and services from the Provider in accordance with the terms and conditions of the MHEC Master Agreement.

2. ELIGIBLE ORGANIZATIONS

This Master Agreement establishes the framework through which Eligible Organizations may procure solution offerings as defined in the Services section from Provider.

Eligible Organizations include:

1. Not-for-profit private and public institutions and systems of higher education (e.g., colleges, universities, community colleges, technical institutions, and similar entities);
2. Not-for-profit private and public K-12 schools and school districts;
3. City, county, other local governments and special districts, including those providing essential public services such as water, transportation, and public safety; and
4. State governments, including their agencies and departments.

Eligible Organizations are able to participate under this Agreement by virtue of their state's membership within a regional compact, as detailed in the Regional Compacts Member States

section. These Regional Compacts operate under legislatively enacted agreements that establish their statutory authority to facilitate cooperative resource sharing and procurement among member states.

Participation requires no additional approval or membership beyond an Eligible Organization's presence in a Regional Compact Member State or territory. The Agreement adheres to public procurement principles, including transparency, competition, and fairness, consistent with applicable federal and state laws.

Additionally, Eligible Organizations must be located within the member states or territories of the following Regional Compacts, as detailed in the Regional Compacts Member States section:

- A. Regional Compacts
 1. The Midwestern Higher Education Compact (MHEC),
 2. The New England Board of Higher Education (NEBHE),
 3. The Southern Regional Education Board (SREB), and
 4. The Western Interstate Commission for Higher Education (WICHE).

3. REGIONAL COMPACTS MEMBER STATES

The Regional Compacts are legislatively established interstate compacts with broad authority to contract for the benefit of their member states. These Regional Compacts serve as lead public agencies on behalf of their member states for the purpose of advancing resource sharing, cost efficiency, and public benefit among the member states. The statutory authority granted to these Regional Compacts enables participation by Eligible Organizations located in a Regional Compact Member State, while the Regional Compacts' adherence to public procurement principles, including transparency, competition, and fairness makes certain that participation in this Agreement is consistent with public procurement regulations and best practices.

The Regional Compacts Member States include the following states and territories, categorized by Compact:

- A. **MHEC Member States:** States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:
Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
- B. **NEBHE Member States:** States that are members or affiliate members of the New England Board of Higher Education. Current NEBHE Member States are:
Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.
- C. **SREB Member States:** States that are members or affiliate members of the Southern Regional Education Board. Current SREB Member States are:
Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
- D. **WICHE Member States:** States and territories that are members or affiliate members of the Western Interstate Commission for Higher Education. Current WICHE Member States are:

Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and U.S. Pacific Territories and Freely Associated States.

Participation in this Agreement is based solely on an Eligible Organization's presence within a Member State or territory of one of these Regional Compacts, with no further requirements for eligibility or access to leverage this Agreement.

4. DUE DILIGENCE

Notwithstanding MHEC's role in establishing this Agreement and any additional efforts undertaken by MHEC, the Eligible Organization acknowledges and agrees to the following:

- A. The Eligible Organization is solely responsible for conducting its own due diligence with respect to this Agreement.
- B. MHEC does not assume responsibility for, nor makes any representations or warranties regarding, the appropriateness or suitability of this Agreement for the Eligible Organization.
- C. MHEC has made no legally binding representations regarding the Provider, or its Services. MHEC does not guarantee or warrant the performance, quality, or suitability of any Services provided by the Provider.
- D. MHEC is not responsible for any actions or omissions by the Provider.

Issues of interpretation and eligibility for participation are governed exclusively by the procurement laws, statutory rules, and regulations applicable to the Eligible Organization. The Eligible Organization is solely responsible for ensuring it possesses the requisite authority to place orders under this Agreement.

5. QUANTITY GUARANTEE

This Master Agreement does not constitute a purchase order and does not guarantee that any purchases will be made by any Eligible Organization. MHEC is under no obligation to make affirmative efforts to facilitate or induce purchases under this Agreement. The quantity of Services that may be purchased is undetermined. Any estimated quantities provided, whether based on historical data or other means, are intended solely as a guide and shall not be considered a representation or commitment by MHEC or any Eligible Organization. This Agreement is non-exclusive. Both MHEC and Eligible Organizations retain the right to procure Services from other sources during the term of this Agreement.

6. ORDER OF PRECEDENT

In the event of any conflict between the terms and conditions of this Agreement and an Eligible Organization's state or institutional laws or regulations, the Eligible Organization and the Provider may enter into an addendum to amend the terms and conditions of the Agreement to ensure compliance with such laws and regulations.

Similarly, an Eligible Organization participating in this Agreement may enter into a separate supplemental agreement with the Provider to define additional service requirements beyond those outlined in the Agreement, such as invoice requirements, ordering procedures, or specialized delivery needs.

Any such addendum or supplemental agreement shall:

1. Be in writing;
2. Be signed by the authorized representatives of both the Eligible Organization and the Provider; and
3. Apply exclusively between the parties to the addendum or supplemental agreement.

In the event of a conflict among documents, the following order of precedence shall apply:

- A. A mutually agreed upon Statement of Work (“SOW”) or Service Level Agreement (“SLA”);
- B. An executed addendum, excluding Orders, between the Eligible Organization and the Provider;
- C. License terms applicable to the software license or software service purchased under this Agreement;
- D. The terms and conditions of this Agreement, including any MHEC-Provider addenda and its Exhibits; and
- E. The list of Products and Services contained in the Order.

7. PROCURING ELIGIBLE ORGANIZATION

Refers to an Eligible Organization which desires to purchase under this Agreement and has executed an Order.

8. ORDER

Refers to an Eligible Organization’s purchase order or other ordering document evidencing its intent to procure Services from Provider pursuant to this Agreement.

9. STATEMENT OF WORK (SOW)

Refers to a formal document between a Procuring Eligible Organization and Provider. This document details the precise Services that the Provider will carry out. It encompasses comprehensive details such as the extent of the Services that will be included, the tangible outcomes to be provided, the established timeline for execution, along with supplementary Services, level of support, the corresponding financial charges, and any other terms and conditions agreed to by Procuring Eligible Organization and Provider. This description encompasses a thorough account of the scope of work, the tangible outcomes to be delivered, and the associated costs. A sample of the SOW is attached to this Agreement as Exhibit B.

10. SERVICES

Refers to the comprehensive range of Services offered by the Provider. These Services are made available for purchase by Eligible Organizations under the terms of this Agreement. The Provider retains the right to introduce modifications to their Services, provided that such changes remain aligned with the scope of the MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024) award. BerryDunn responded to the RFP with a Service offering that aligns with the strategic priorities outlined in the solicitation. Their proposal focused on providing independent, vendor-agnostic consulting services to assist institutions at various stages of the ERP lifecycle, including:

- **ERP Readiness Assessments** – Evaluating institutional preparedness, identifying gaps, and developing strategies to ensure a smooth transition to a modern ERP system.
- **Strategic Planning and Roadmapping** – Guiding institutions through ERP modernization efforts with tailored roadmaps, aligning technology investments with institutional goals.
- **System Selection and Procurement Support** – Assisting institutions in defining requirements, facilitating the selection process, and ensuring alignment with best practices in public procurement.
- **Implementation Oversight and Quality Assurance** – Providing independent oversight during ERP implementations to mitigate risks, enhance vendor accountability, and ensure project success.
- **Change Management and Organizational Readiness** – Supporting institutions with stakeholder engagement, training programs, and strategies to manage change.
- **Business Process Optimization** – Analyzing and refining institutional processes to maximize efficiency and leverage ERP system capabilities effectively.
- **Cybersecurity and Risk Management** – Assessing security vulnerabilities, ensuring compliance with regulatory frameworks, and integrating cybersecurity best practices into ERP planning and implementation.
- **Data Governance and Privacy Compliance** – Establishing policies and frameworks to ensure data integrity, privacy protection, and adherence to state, federal, and industry regulations.
- **Post-Implementation Evaluation and Continuous Improvement** – Assessing system effectiveness, identifying optimization opportunities, and ensuring long-term ERP success.

11. SERVICES LIST

Refers to the complete list of Services and the corresponding prices for those Services made available for purchase by Eligible Organization under this Agreement. The Services List contains a description of the work, roles, level and maximum hourly rates for each Services. For any custom Services that are not included on the Services List, the prices for such Services purchased under this Agreement will be mutually agreed upon by Provider and Procuring Eligible Organization and as set forth in the Order or an applicable SOW or negotiated agreement. The Services List is set forth as **Exhibit A: Services List** and may be modified in accordance with the process outlined in Section 11 of this Agreement; any changes must be within the scope of the Next Generation ERP Higher Education System of Systems MHEC-RFP-04182024 award, subject to review and approval by MHEC. Any revisions must maintain or improve the rate, discounts and benefits offered to Eligible Organizations. Revised Services List must be submitted to MHEC at least thirty (30) days in advance of implementation.

12. PAYMENT PROVISIONS

A. **Acceptance.**

A Procuring Eligible Organization shall determine whether all Services delivered meet the Provider's published specifications and any applicable contractual requirements. No payment shall be made for any Services until the Procuring Eligible Organization has accepted the Services in writing.

Unless otherwise agreed upon between the Procuring Eligible Organization and Provider, the Procuring Eligible Organization shall, within thirty (30) calendar days from the date of completion of Services, issue a written notice of acceptance, partial acceptance, or rejection of the Services. If the Procuring Eligible Organization fails to provide such notice within the specified timeframe and has not identified any deficiencies, the Services shall be deemed accepted.

If the Services are found to be non-conforming or deficient, the Provider shall, at its own expense, correct the deficiencies and resubmit the Services for acceptance within a mutually agreed-upon timeframe.

B. Payment of Invoice.

Invoices shall be submitted to the Procuring Eligible Organization in accordance with the invoicing requirements of the applicable Order or Statement of Work (SOW). Payments shall be remitted to Provider at the address shown on the invoice.

Payment shall be tendered to Provider within forty-five (45) calendar days from the date of the invoice unless a good faith dispute exists regarding any portion of the invoice. In the absence of a good faith dispute and after the forty-fifth (45) day from the date of the invoice, unless mutually agreed otherwise, interest shall be paid on the unpaid balance due to Provider at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by the applicable state laws of the Procuring Eligible Organization, whichever is greater, unless otherwise mutually agreed in writing.

The Procuring Eligible Organization shall make a good faith effort to process and remit payment within forty-five (45) calendar days after the invoice date.

C. Dispute Notice.

Procuring Eligible Organization shall make a good faith effort to notify Provider of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization.

Tender of a Dispute Notice does not relieve the Procuring Eligible Organization of its obligation to pay the undisputed portion of any invoice subject to a Dispute Notice. Any invoiced amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of the Provider shall be paid promptly upon resolution, with interest accruing from the original due date, in accordance with Section B. above.

D. Payment of Taxes.

The prices listed under this Agreement do not include applicable sales, use, excise, or similar taxes. The Procuring Eligible Organization shall reimburse the Provider for any and all taxes and/or duties assessed against or payable by the Provider in connection with the sale of Services, except for taxes imposed upon the Provider's net income. Unless the Procuring Eligible Organization provides proof of tax exemption, taxes will be additive to the contracted price.

13. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Provider in performance of an Order under this Agreement, may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Provider shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

14. WARRANTY

Provider warrants that all Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards and practices, and in accordance with the requirements of this Agreement. Provider further warrants that personnel assigned to perform the Services shall possess the requisite skills, training, and experience necessary to carry out their duties competently. This warranty shall remain in effect for a period of ninety (90) days from the date of final Acceptance of the Services by the Procuring Eligible Organization. If the Services fail to conform to the warranty during this period, the Provider shall, at no additional cost, promptly re-perform the nonconforming Services or, if unable to do so, refund the corresponding fees.

15. TERMINATION

This Agreement may be canceled by either the Provider or MHEC at any time without cause during its term upon ninety (90) days written notice to the other Party. The inability of the Provider to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for an Order or contract termination. Deficient performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under this Agreement by Procuring Eligible Organization or this Agreement by MHEC. MHEC and Eligible Organization also reserves the right to remove from participation in Services associated with this Agreement any Provider's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC or Eligible Organization. Termination of this Agreement shall in no way limit the Parties' remedies at law and equity.

16. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Provider shall be notified in writing of such non-appropriation at the earliest opportunity.

17. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Provider shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or

death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Provider shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Provider pursuant to this Agreement, the Provider shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by Procuring Eligible Organization.

18. LIMITATION OF LIABILITY

The terms submitted by the Provider which serve to limit the liability of the Provider that are not in accordance with the Eligible Organizations state law are rejected and do not become a part of this Agreement. Any limitation of liability shall not apply to indemnification obligations under this Agreement or to damages resulting from personal injury or tangible property damage.

19. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Provider may be requested to provide user background checks, depending on the information systems Provider accesses or types of data Eligible Organization provides. Provider then must submit the required background check information to Eligible Organization in a timely manner. Provider will perform background investigations within the scope of the Providers current standard policies and practices for any Provider employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

20. INSURANCE

Provider, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by the Procuring Eligible Organization. Provider shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Provider, Provider will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii)

\$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Provider will host data, or provide for the hosting of data through a third-party entity, Provider shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Provider or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Provider and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 20. and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Provider shall require all subcontractors performing any work to maintain coverage as specified.

21. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

22. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, compliance with all applicable federal procurement standards, including 2 CFR § 200, is required. This includes but is not limited to certification and disclosures ensuring that Provider is not debarred, suspended, or proposed for debarment by the Federal Government. For purchases exceeding the simplified acquisition threshold, Provider must furnish this certification in writing as part of the procurement process. Eligible Organizations are responsible for retaining documentation to demonstrate compliance with federal requirements.

23. COMPLIANCE WITH APPLICABLE LAWS

- A. Provider warrants that both in submission of its proposal and performance of this Agreement Provider shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the government in such circumstances are incorporated into this Agreement by reference.
- B. Provider warrants and agrees to abide by all applicable federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Provider agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Provider is found to be not in compliance with applicable federal or state requirements during

the life of this Agreement, Provider agrees to take appropriate steps to correct these deficiencies.

- C. Provider warrants that both in submission of its proposal and performance of this Agreement that Provider will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances.

24. NON-DISCRIMINATION

Provider agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Provider and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Provider shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

25. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Provider is providing, and only to the extent directly applicable to Provider and its Services, Provider agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable federal and state privacy laws to the extent applicable to any Service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Provider subject to the aforementioned privacy laws, Eligible Organization agrees to advise Provider of the disclosure of such information; and Eligible Organization represents and warrants to Provider that it has obtained any required consents to disclose such information. In addition, to the extent that Provider becomes a Business Associate as defined in HIPAA, both Provider and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

26. ACCESSIBILITY

Provider agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Products and Services provided by Provider shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.1 AA or higher (available at <https://www.w3.org/WAI/intro/wcag.php>). Provider also agrees to ensure accessibility across other digital formats, including mobile applications and digital documents, as applicable.

27. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Provider

will use Eligible Organization's data only for the purpose of fulfilling its duties under this Agreement or an Order under this Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third-party without the prior written consent of Eligible Organization or as otherwise required by law.

28. DEBARMENT AND SUSPENSION

Provider represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. If the Provider is unable to make this certification, it must provide MHEC and/or the Eligible Organization with a written explanation detailing the circumstances. Furthermore, Provider shall promptly notify MHEC if it becomes debarred or suspended at any point during the term of this Agreement.

29. RECORDS AND AUDIT

Provider shall retain and maintain all records and documents relating to this Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

30. FORCE MAJEURE

Neither Provider nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

31. EXPORT LAW

Provider and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Agreement may be subject to the U.S. Export Administration Regulations. Provider and Eligible Organization agree to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

32. CONFLICT OF INTEREST

Provider warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Provider agrees that if an organizational conflict of interest is discovered during the term of this Agreement, it will provide disclosure to MHEC that shall include a description of the action Provider has taken or proposes to

take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Provider, MHEC may, at its sole discretion, cancel this Agreement.

33. SUBCONTRACTORS

Provider shall have the right to use Subcontractors to provide the Services described in this Agreement. If Provider elects to use Subcontractors in the performance of custom professional Services under this Agreement, upon request, Provider will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Provider from performing its obligations under this Agreement. Provider shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its Subcontractor while performing services pursuant to this Agreement.

34. ASSIGNMENT

Neither Party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by that Party will be null, void and of no effect; provided, however, that either Party may upon written notice assign this Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Agreement will be binding upon and inure to the benefit of Provider and MHEC and their successors and permitted assigns. Nothing in this Section 34. Assignment shall preclude Provider from employing a Subcontractor in carrying out its obligations under this Agreement. Provider use of such Subcontractors will not release Provider from its obligations under this Agreement.

35. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Provider for the failure of any Procuring Eligible Organization to make any payment or to perform otherwise fully pursuant to the terms and conditions of an Order and/or this Agreement. Provider, in its sole discretion, may discontinue selling Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Agreement. An Eligible Organization shall not be responsible or liable for any other Eligible Organization that executes its own Order under this Agreement.

36. INDEPENDENT CONTRACTORS

MHEC and Provider acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Provider and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Provider has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

37. VENDOR REPRESENTATIVE

Provider shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Agreement.

38. NOTIFICATION

Between the Parties: Whenever under the terms of this Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To Provider:
105 Fifth Avenue South	2211 Congress Street
Suite 450	
Minneapolis, Minnesota 55401	Portland, ME 04102-1955
Attn: Nathan Sorensen, Senior Director of Government Contracts Email: nathans@mhec.org Phone: 612-677-2767	Attn: Tucker X. Cutter, Principal Email: tcutter@berrydunn.com Phone: (207) 842 - 8011
Fax: 612-767-3353	

Changes to the above information will be given to the other Party in a timely fashion.

Between Eligible Organization: Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice to Eligible Organization.

39. MARKETING

Provider will assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on the Services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Provider should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

40. ANNOUNCEMENTS AND PUBLICITY

No Provider providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property of MHEC or Eligible Organization in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

41. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and provider in developing and refining the implementation of this Agreement in the Regional Compact Member States. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Provider on the effectiveness of its implementation progression. Unless otherwise specified by MHEC, there will be an annual meeting between successful Provider and MHEC and members of the oversight committee to perform a business review. In addition, Provider must attend on-site meetings on an ad hoc basis if requested by MHEC to address contract performance issues.

42. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this Agreement. Provider shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%) of the total net sales for the corresponding three month quarter period. The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Provider will be responsible for submitting the CAF with the Quarterly Report.

43. QUARTERLY REPORT

Provider must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, Government (state agencies, cities, counties, local subdivisions))
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by the end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

44. ENFORCEMENT OF AGREEMENT

A Party’s failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party’s right thereafter to demand strict compliance with that or any other provision. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

45. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

46. GOVERNING LAW

As between MHEC and Provider, this Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

As between Eligible Organization, MHEC, and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

47. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

48. SURVIVAL

Certain paragraphs of this Agreement, including but not limited to those concerning order of precedence, indemnification, limitation of liability, confidentiality, and data ownership, shall survive the expiration or termination of this Agreement. Software license, warranty and service agreements, and non-disclosure agreements entered into under the terms and conditions of this Agreement shall likewise survive the expiration or termination of this Agreement.

Any Order, Statement of Work, or other binding agreement issued pursuant to this Agreement prior to this Agreement expiration or termination shall remain in full force and effect for the duration specified in such Order or Statement of Work. The terms and conditions of this Agreement shall continue to govern such Orders or Statements of Work until their respective completion, expiration, or termination.

49. AMENDMENTS

Except as provided in Section 6 Order of Precedent; this Agreement shall only be amended by the written instrument executed by the Parties.

50. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

51. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

52. MISCELLANEOUS

All Parties to this Agreement may retain a reproduction of this Agreement in electronic form (e.g., PDF, scanned image, or digital facsimile), and such electronic version shall be deemed an original and admissible in any proceeding to enforce the terms of this Agreement. The execution of this Agreement by electronic means, including DocuSign or other trusted digital signature platforms, shall be deemed valid and binding as if originally signed in ink.

The Provider must execute this Master Agreement with MHEC prior to accepting or fulfilling any Order issued by a Procuring Eligible Organization. Except as otherwise provided herein, any amendments or modifications to this Agreement must be in writing and signed by both Parties. Any additional

terms contained in a Procuring Eligible Organization’s ordering documents shall be of no force or effect unless expressly agreed to in writing.

The Parties, through their authorized representatives executing this Agreement, affirm that they have the authority to enter into this Agreement and agree to be bound by its terms.

	Midwestern Higher Education	Berry, Dunn, McNeil & Parker, LLC
	<small>DocuSigned by:</small> Commission	<small>Signed by:</small>
Signature:	 <small>F12C8485BF08485...</small>	 <small>AD4F668A240749B...</small>
Name:	Susan Heegaard	Tucker X. Cutter
Title:	President	Principal
Address:	105 Fifth Avenue South Suite 450	221 Congress Street
	Minneapolis, Minnesota, 554401	Portland, ME 04102
Date:	December 12, 2025 1:55 PM PST	December 15, 2025 1:03 PM CST

Exhibit A - Services**BerryDunn Hourly Rates by fiscal year
July 1 to June 30**

Berry Dunn Roles	FY2025	FY2026	FY2027	FY2028	1.05
Principal	\$ 385	\$ 404	\$ 424	\$ 446	\$ 414.85
Engagement Manager	\$ 295	\$ 310	\$ 325	\$ 341	\$ 317.87
Project Manager	\$ 260	\$ 273	\$ 287	\$ 301	\$ 280.16
Senior Consultant	\$ 230	\$ 242	\$ 254	\$ 266	\$ 247.83
Project, Risk, or Change Management Analyst	\$ 205	\$ 215	\$ 226	\$ 237	\$ 220.89
Internal QA	\$ 140	\$ 147	\$ 154	\$ 162	\$ 150.85
Paraprofessional	\$ 70	\$ 74	\$ 77	\$ 81	\$ 75.43

The FY25 rates are taken from our national agreement with OMNIA partners. For subsequent years we have added a 5% adjustment from these discounted standard rates for our firm.



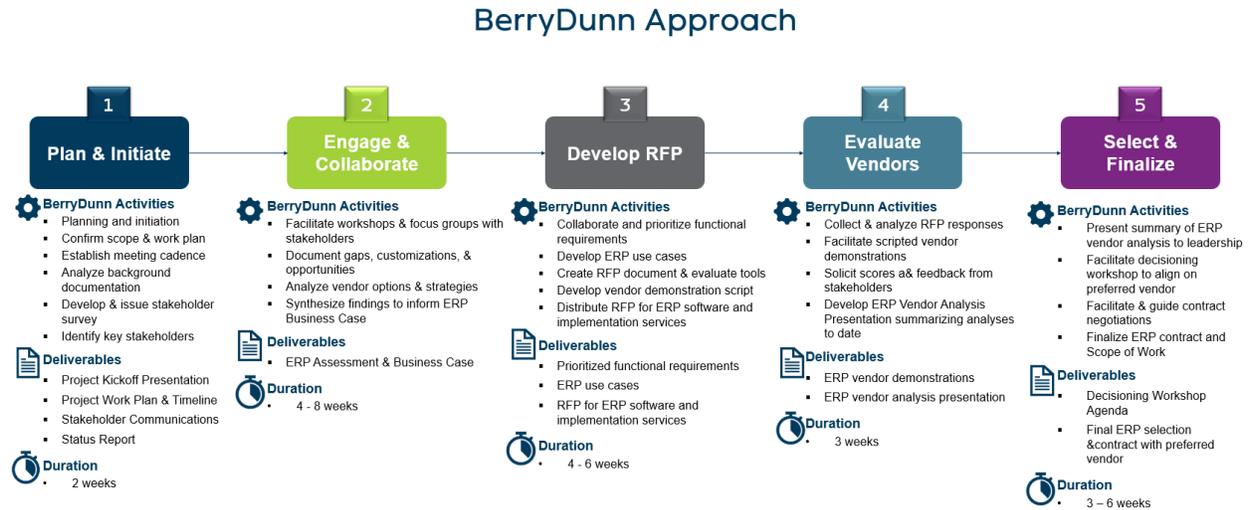
Scope of Work

Sample

1.0 ERP Assessment and System Selection - Sample Scope of Work

Our approach, detailed on the following pages, follows a structured work plan in order to conduct the assessment and assist CLIENT in selecting and implementing a new ERP. **Figure 1**, below, includes a high-level overview of our proposed project work plan, which is further described in the following sections.

Figure 1: Overview of BerryDunn's Approach



Step 1: Plan & Initiate

BerryDunn Activities

- Facilitate planning meeting with project team
- Confirm project objectives and scope
- Finalize work plan details and schedule
- Establish meeting cadence
- Facilitate project kickoff with CLIENT leadership team
- Develop and issue survey to capture initial feedback and assess change readiness of interested parties
- Identify key project stakeholders and interested parties for Step 2
- Request background information and relevant project documents from CLIENT team

CLIENT Deliverables

- Project Kickoff Presentation
- Initial Project Communications to institutional stakeholders
- Project Work Plan and Weekly Schedule
- Status Report(s)
- Background Information Request
- Stakeholder Register for Surveys and Focus Groups
- Stakeholder Survey

Expected Outcomes	<ul style="list-style-type: none"> ✓ Defined plan and timeline for assessing and selecting a new ERP platform ✓ Official project launch that educates key stakeholders on objectives, scope, and expectations ✓ Established communication channels, points of contact, and status meeting cadence
Anticipated Involvement of CLIENT	<ul style="list-style-type: none"> ▪ Attend project planning and kickoff meetings (Sponsor, Project Manager, key stakeholders) ▪ Work with BerryDunn team to identify campus stakeholders and provide background documentation

Step 2: Engage & Collaborate

BerryDunn Activities	<ul style="list-style-type: none"> • Analyze documents and information provided • Analyze and summarize survey results • Facilitate workshops and focus groups with CLIENT functional and technical stakeholders (e.g., Admissions, Registrar, Financial Aid, Human Resources, Finance): <ul style="list-style-type: none"> ○ Document gaps, challenges, and customizations ○ Identify necessary improvements in ERP functionality ○ Understand opportunities for cost savings and increasing operational efficiency • Analyze and summarize findings from focus groups • Analyze ERP vendor marketplace and leverage experience with ERP vendors • Develop current state assessment report and ERP Business Case
CLIENT Deliverables	<ul style="list-style-type: none"> ➢ Survey Results Analysis Summary ➢ Focus Group Agendas ➢ Current State Assessment and ERP Business Case Report detailing: <ul style="list-style-type: none"> ○ Gap analysis of ERP functionality and resources ○ ERP market overview ○ Resource and timeline estimate for implementation and sustainment ○ Recommended tools and strategies for successful ERP vendor analysis (Step 4) and selection (Step 5)
Expected Outcomes	<ul style="list-style-type: none"> ✓ BerryDunn team gains deeper understanding of current ERP environment and system customizations ✓ Increased awareness of the planned ERP change among CLIENT community ✓ Interested parties are identified for focus groups and interviews in collaboration with the CLIENT project team (e.g., Admissions, Registrar, Financial Aid) ✓ Initial gaps and challenges are identified through analysis of survey results ✓ Meeting agendas and future steps are informed through analysis of background information and survey results
Anticipated Involvement of CLIENT	<ul style="list-style-type: none"> ▪ Interested parties share perspectives on the ERP environment through an online survey

- Functional and technical stakeholders actively participate in interviews and focus groups (est. 90-minutes per stakeholder focus group based on functional/technical area)
- Work with BerryDunn team to identify campus stakeholders and provide background documentation
- Project Sponsor/PM participation in weekly status meetings

Step 3: Develop RFP

- | | |
|-----------------------------|---|
| BerryDunn Activities | <ul style="list-style-type: none"> • Confirm utilization of recommended tools for vendor analysis and selection: <ul style="list-style-type: none"> ○ Prioritize functional requirements for CLIENT ○ ERP use cases ○ Cost analysis workbook ○ Vendor demonstration script • Develop initial RFP draft for review with CLIENT team • Collaborate with CLIENT team to determine priorities for RFP scoring • Work with CLIENT to finalize and distribute RFP for ERP Software and Implementation Services |
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|----------------------------|---|
| CLIENT Deliverables | <ul style="list-style-type: none"> ➤ RFP for ERP Software and Implementation Services ➤ Vendor Demonstration Script |
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| Expected Outcomes | <ul style="list-style-type: none"> ✓ Requirements for a new ERP system to address current challenges and increase operational efficiency are confirmed and prioritized ✓ RFP is developed detailing CLIENT’s expectations and requirements for a new ERP |
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|--|--|
| Anticipated Involvement of CLIENT | <ul style="list-style-type: none"> ▪ Stakeholders participate in requirements confirmation/prioritization meetings ▪ Stakeholders provide clarity on use cases for vendor evaluation ▪ Review and approval of RFP documentation and vendor demonstration script |
|--|--|

Step 4: Evaluate Vendors

- | | |
|-----------------------------|---|
| BerryDunn Activities | <ul style="list-style-type: none"> • Receive and analyze RFP responses • Develop RFP analysis presentation • Review RFP analysis and preliminary scores with CLIENT to select vendors for demonstrations (est. up to three, two-day vendor demonstrations) • Communicate demonstration details and script to selected vendors • Assist with demonstration facilitation and coordination • CLIENT participates in vendor demonstrations and provides scores/feedback • Analyze demonstration scores/feedback • Aggregate total scores from demonstrations and RFP analysis • Work with CLIENT to communicate and meet with vendor references (i.e., reference checks) to answer remaining questions from demonstrations |
|-----------------------------|---|

CLIENT Deliverables	<ul style="list-style-type: none"> ➤ RFP Analysis Presentation and Preliminary Scores ➤ Demonstration Scoring Tools and Feedback Mechanisms ➤ Agendas for Discussions with Vendor References
Expected Outcomes	<ul style="list-style-type: none"> ✓ CLIENT stakeholders participate in vendor demonstrations and provide feedback, questions, and scores ✓ CLIENT stakeholders gain in-depth understanding of vendor options through demonstrations and reference checks ✓ ERP vendors are evaluated objectively using multiple tools and techniques to provide CLIENT with sufficient insight to make an informed decision
Anticipated Involvement of CLIENT	<ul style="list-style-type: none"> ▪ Project stakeholders participate in vendor demonstrations and provide feedback (est. up to three, two-day vendor demonstrations) ▪ Project stakeholders provide feedback and follow up questions based on vendor demos ▪ Lead and facilitate client reference checks

Step 5: Select & Finalize

BerryDunn Activities	<ul style="list-style-type: none"> • Develop final ERP Vendor Analysis report and Executive Summary presentation • Facilitate decisioning workshop with CLIENT to determine preferred ERP vendor • Communicate CLIENT intention to proceed with preferred ERP vendor and implementation provider • Request and review draft SOW, Master Services Agreement (MSA), Order Forms, and supporting contractual documents • Work with CLIENT to redline contract and SOW details leveraging experience with contract negotiations • Engage CLIENT functional stakeholders, as necessary, to confirm contractual details • Help serve as advocate for CLIENT during contract negotiations to align on preferred terms • CLIENT signs contract with new vendor(s) for ERP software and implementation services
CLIENT Deliverables	<ul style="list-style-type: none"> ➤ ERP Vendor Selection Report: <ul style="list-style-type: none"> ○ RFP Analysis ○ Demonstration Feedback/Scores ○ Reference Check Feedback/Scores ○ Total Cost of Ownership (TCO) analysis ➤ Decisioning Workshop Agenda and supporting materials ➤ Executive Summary and Decisioning Workshop ➤ Assistance in contract negotiations for both ERP and Implementation Services
Expected Outcomes	<ul style="list-style-type: none"> ✓ CLIENT aligns on preferred vendor(s) for ERP software and implementation services ✓ Signed vendor contract(s) with preferred terms and conditions

- ✓ Mitigate risk to CLIENT by strengthening position on cost, schedule, and scope
- ✓ Increased awareness, buy-in, and support for change among CLIENT stakeholders building on active engagement throughout the process

Please note: CLIENT might select separate vendors for ERP software and implementation services.

**Anticipated
Involvement
of CLIENT**

- Decide on preferred ERP vendor for future state
- Participate in decisioning workshop and final vendor analysis presentation
- Review of contract documents
- Sign contract with preferred vendor(s) for ERP software and implementation services

berrydunn.com

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This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.

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