

TEAMING AGREEMENT

by and between

Early Learning Indiana
as Prime Contractor,

and

Indiana Afterschool Network
as Subcontractor

This **Teaming Agreement** (this “Agreement”), effective as of Wednesday, March 01, 2023 (the “Effective Date”), is by and between **Early Learning Indiana** (“ELI” or “Prime Contractor”) and **Indiana Afterschool Network** (“Subcontractor”) collectively referred to as the “Parties.”

WHEREAS, ELI intends to submit a proposal to the State of Indiana (“client”) in response to the State of Indiana Request for Proposal 23-74522 (“solicitation” or “RFP”).

WHEREAS, ELI and Subcontractor desire to define their mutual rights and obligations during the submittal of said proposal and any subsequent contract resulting therefrom;

NOW, THEREFORE, ELI and Subcontractor in consideration of the mutual covenants hereinafter contained, agree as follows:

1. The proposal will be based on ELI being the prime contractor of any resultant contract, and Subcontractor being a subcontractor to ELI.
2. The Prime Contractor and Subcontractor will prepare and submit a proposal to client in response to the solicitation. It is understood and agreed that each Party will respectively bear all of their own costs involved in the arrangements contemplated by this Agreement. The Subcontractor shall bear the primary responsibility for preparation of those sections of the proposal pertaining to its proposed role.
3. The Prime Contractor will recognize and identify the Subcontractor in its proposal and use its best efforts to secure approval of the use of the proposed Subcontractor for this contract. The Prime Contractor will keep Subcontractor fully advised of any and all discussions and afford them the opportunity to review any submissions that affect Subcontractor's area of responsibility.
4. In the event ELI is awarded the contract for the solicitation, ELI and Subcontractor agree to negotiate in good faith and proceed in a timely manner to conclude a

mutually acceptable contract or task order for supply of aforesaid professional services which are to be provided by Subcontractor at the Subcontractor's approved rates contained in the proposal submitted to the client and at a level of activity set forth or identified in the proposal. In the event that negotiation with the client results in a reduction of the Subcontractor's area of responsibility as proposed to the Prime Contractor, Subcontractor shall have the opportunity to consult with the Prime Contractor and suggest modifications to such reductions or realignment of responsibilities before acceptance of such reductions by the Prime Contractor. Prime Contractor will make no reductions until the Subcontractor has been consulted.

5. Any resulting contract or task order will contain provisions passing down all contract provisions that are required by the awarded contract and/or SOW from the client. It is understood between the Prime Contractor and Subcontractor that any such contract or task order may be subject to the approval of the Contracting Officer of the procuring authority of the client, regardless of the provisions hereof.
6. Each of the Parties agrees that it will use the same reasonable efforts to protect the other's proprietary information as it uses to protect its own proprietary information. Each Party shall designate the information which it considers proprietary. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and Task Order efforts identified in the Agreement. Both Parties agree to use such information only for the purposes of proposal submission and any related discussion/negotiations. Any use of the other Party's proprietary information for purposes other than those described in this Section 6 shall be a breach of this Agreement.
7. Each Party will give full recognition and consideration to the role and contribution of the other Party in all news releases concerning this procurement that directly pertain to the other Party's area of responsibility. The Subcontractor shall obtain the written approval of ELI prior to any public release concerning the solicitation and our resultant contract / task order.
8. All communication relating to this Agreement shall be directed only to the specific person designated to represent the Prime Contractor and Subcontractor on this proposal. Each of the Parties to this Agreement shall appoint one technical and one administrative representative. These appointments shall be kept current during the period of this Agreement. Communications that are not properly signed by the persons designated to represent the Prime Contractor and Subcontractor shall not be binding upon the Prime Contractor or the Subcontractor.

All contractual notices shall be addressed to:

Early Learning Indiana

Jonathan Dilley, Chief of Staff

1411 Roosevelt Avenue, Suite 202
Indianapolis, IN 46201

jonathand@earlylearningindiana.org
317-737-1259

Indiana Afterschool Network

Lakshmi Hasanadka CEO

303 N. Alabama, Suite 210
Indianapolis, IN 46204

Address Line 3

LHASANADKA@indianaafterschool.org
(463) 900-7610

9. This Agreement, which is effective upon the date of its execution, shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:
- a. Official contract award announcement or notice of the cancellation of the solicitation;
 - b. Receipt of written notice from the client that it has awarded the Contract for these procurements to another party other than the Prime Contractor and Prime Contractor will not be awarded a contract;
 - c. Award of a contract or task order by the Prime Contractor to the Subcontractor for its designated portion of the project;
 - d. Mutual written agreement of the parties to terminate the Agreement;
 - e. Expiration of a one (1) year period commencing on the date of this Agreement except as such period may be extended by mutual agreement of the Parties, unless the proposal has been submitted and is under review. In this case, the Agreement will be automatically extended until:
 - The contracts are awarded or,
 - The client notifies Prime Contractor that it will not receive the award, or,
 - The procurement is withdrawn, whichever first occurs.
- Further, should Prime Contractor elect to appeal/protest any client's decision regarding said proposals or their awards, this Agreement will remain in effect until said appeal/protest is resolved or is

withdrawn by Prime Contractor. Any subsequent related procurement action resulting from the appeal/protest effort will accordingly be subject to the terms of this Agreement;

- f. Decision by either Party to terminate the Agreement based upon substantive changes in the solicitation documents that would cause either Party to no-bid. This decision must be communicated to the other Party in writing no later than five days after the release date of any amendment with the substantive changes;
 - g. Any significant change in the financial capability of either Party that, in the opinion of the other Party, seriously affects the Party's ability to perform the Prime Contract or the resulting contract or task order. Prime Contractor and the Subcontractor will hold senior management level discussions to resolve any such financial capability issue(s), prior to any termination of this Agreement; or
 - h. Subcontractor entity or proposed subcontractor personnel are ineligible to work on a contract funded by the United States government or the State of Indiana
10. This Agreement shall relate only to the proposal relating to this procurement and to any future follow-on procurement, changes in scope thereto, and to no other effort currently being undertaken by the Prime Contractor or the Subcontractor jointly or separately. The Parties hereto shall be deemed to be independent contractors, and the employees of one shall not be deemed to be employees of the other. This Agreement shall not be considered as establishing a joint venture between the Prime Contractor and Subcontractor.
11. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party. The preceding sentence shall not affect the Parties' rights to enter into an assignment of the Prime Contract payments to a financing institution, as permitted by the Assignment of Claims Act, for distribution to the Parties. Assignments other than expressly permitted by this paragraph are otherwise void.
12. This Agreement shall not preclude either Party from bidding or contracting independently from the other on any other proposals or industry program that may develop or arise in the general area of business related to this Agreement. The Subcontractor agrees that it will not perform any work on the contracts and or SOW's awarded under the RFP as described in Paragraph 2 above, or any enhancements or modifications of or follow-on to said contracts and/or SOW's except as a Subcontractor of the Prime Contractor.
13. This Agreement contains the entire agreement of the Parties and cancels and supersedes any previous understanding or agreement related to this procurement, whether written or oral. All changes or modifications to this Agreement must be agreed to in writing between the Parties.

14. Each Party shall exert its best efforts toward the successful performance of the Task Orders contemplated by the solicitation as identified in Paragraph 2 of this Agreement, assuming award of same, and shall provide appropriate and high managerial, marketing, advisory, technical, and other personnel to perform and support such contract.
15. Each Party agrees not to hire or attempt to hire any personnel or employees of the other Party assigned to the project or proposal, or obtain services of any personnel or employees of the other Party by any means other than a subcontract arrangement with the other Party except by mutual consent confirmed in writing for a period of one year after this Agreement is terminated.
16. The Subcontractor agrees that for consideration of being included in the Prime Contractor proposal it will not make an independent proposal or join in any manner with any other party to prepare a proposal in response to this solicitation.
17. The Prime Contractor agrees that the Subcontractor will be asked to perform work described in the Prime Contractor Task Order(s) if approved by the Contracting Officer, to the extent possible. It will be understood that ELI, as Prime Contractor, will retain the right to review any contract deliverable items prior to delivery to the customer and have any changes deemed necessary made to the items prior to delivery to the customer.

Early Learning Indiana

By:



Jonathan Dilley, Chief of Staff

Indiana Afterschool Network

By:



Lakshmi Hasanadka, CEO

Date: February 28, 2023

Date: March 2, 2023