

Updated August 19th 2025



Vendor Terms and Conditions

These Terms and Conditions establish the legal framework, obligations, and expectations governing the relationship between Pro RFP, Inc. and its Vendors, ensuring compliance, service quality, and contractual integrity.

Definitions

For purposes of these Terms, the following definitions shall apply. These definitions establish the scope of responsibilities, obligations, and expectations for both Pro RFP and the Vendor. The terms defined below shall have the same meaning whether they appear in singular or plural form.

General Definitions

- **"Agreement" or "Terms"**– This Vendor Terms and Conditions Agreement, including all referenced exhibits, amendments, Statements of Work (SOWs), policies, and any official modifications made by Pro RFP.
- **"Pro RFP"** – PRO RFP, INC., a Delaware Corporation, including its affiliates, subsidiaries, officers, directors, employees, agents, clients, and representatives.
- **"Vendor"** – Any business entity, independent contractor, subcontractor (if approved in writing), or service provider that has been contracted to perform services for Pro RFP under this Agreement.
- **"Services"** – The specific work, tasks, duties, and obligations the Vendor agrees to perform under this Agreement, including those outlined in any applicable SOW. Services must be rendered in full compliance with Pro RFP's policies, quality standards, and performance requirements.
- **"Statement of Work (SOW)"** – A legally binding project-specific document that outlines the scope, timeline, location, and specific requirements for services performed by the Vendor. The SOW is incorporated by reference into this Agreement and governs the Vendor's performance obligations for each assigned project.

Performance and Compliance

- **"Pro Upload"** – Required documentation, including service validation videos, images, reports, or other materials that confirm the Vendor has performed services in accordance with contractual requirements. Pro Uploads are a mandatory condition for payment.
- **"Pro Review"** – A formal assessment conducted by Pro RFP to evaluate Vendor performance based on adherence to service standards, client feedback, compliance with the SOW, and overall service quality.
- **"Pro Alert"** – A notification issued by Pro RFP requiring immediate corrective action due to a service failure, compliance violation, or performance deficiency. Failure to resolve a Pro Alert in the designated timeframe may result in financial deductions or contract termination.
- **"Pro RFP Invoice Portal"** – The exclusive online system where all Vendors must submit invoices for services rendered. Vendors must track the status of invoices and payment processing at <https://www.proalert.ai/invoice>.
- **"Bill.com"** – The third-party payment processing platform used by Pro RFP for issuing payments via Automated Clearing House (ACH) transfers. Vendors must register with Bill.com and maintain an active account to receive payments.

Payment and Financial Terms

- **"Net 60," "Net 45," "Net 30," "Net 15"** – Payment terms specifying when Vendors receive payments after invoice submission, with varying processing timelines and associated fees as detailed in Section 3.2. The standard payment term is Net 60 unless the Vendor opts for an expedited option. Any variance from those payment terms by Pro RFP at any time shall not act as a modification or waiver of any term herein.
- **"Deductions"** – Financial adjustments applied to a Vendor's payment due to non-compliance, service failures, penalties, recoverable costs, or administrative fees, as outlined in Section 6. Deductions are final and non-negotiable unless documented evidence proves otherwise.

- **"Recoverable Costs"** – Any costs incurred by Pro RFP on behalf of the Vendor, including overpayments, penalties, or service-related expenses that must be reimbursed. Recoverable costs may be deducted from future payments, along with a 30% administrative fee.
- **"Reimbursable Expenses"** – Costs that Pro RFP has advanced on behalf of the Vendor, such as materials, tools, or services required to complete an SOW. These expenses will be deducted from the Vendor's next invoice payment.

Work Modifications and Legal Compliance

- **"Change Order"** – A formal, written amendment to an SOW issued by Pro RFP that modifies service scope, pricing, or performance expectations. Vendors must comply with all Change Orders upon issuance.
- **"Indemnification"** – The Vendor's legal obligation to defend, protect, and hold Pro RFP harmless from claims, damages, lawsuits, financial losses, or legal liabilities arising from the Vendor's actions or inactions, negligence, or contractual breaches.
- **"Confidential Information"** – Any proprietary, sensitive, or non-public business, operational, financial, or client-related data shared with the Vendor. The Vendor is prohibited from disclosing, using, or retaining this information outside the scope of their engagement.
- **"Non-Solicitation Period"** – A one-year period following contract termination during which the Vendor is prohibited from soliciting, hiring, or engaging with Pro RFP's clients, employees, vendors, or business partners for competing services. Violations will result in financial penalties and immediate legal action.
- **"Insurance Requirements"** – The mandatory minimum coverage thresholds, policy endorsements, and Certificates of Insurance (COI) that Vendors must maintain at all times, as specified in Exhibit A. Failure to comply will result in payment suspension and potential contract termination.

Dispute Resolution and Legal Governance

- **"Mandatory Arbitration"** – The exclusive dispute resolution process required under these Terms. Any legal disputes by the Vendor against Pro RFP must be settled through binding arbitration as set forth herein. Vendors waive the right to pursue litigation in court. Nothing herein shall be construed to limit Pro RFP from electing its choice of venue.
- **"Governing Law"** – This Agreement is governed by and interpreted under the laws of the State of Illinois, without regard to conflict-of-law principles..
- **"Legal Fee Reimbursement"** – In the event of a legal dispute where Pro RFP incurs legal fees and/or costs, the Vendor must reimburse all legal fees, attorney costs, arbitration expenses, and associated litigation costs incurred by Pro RFP.
- **"Debt Collection Restriction"** – Vendors are prohibited from engaging third-party debt collection agencies, to recover alleged past-due payments. Vendors must resolve all disputes exclusively through Pro RFP's dispute resolution process.

1. Introduction and Agreement

Welcome to **PRO RFP, INC.**, a Delaware Corporation. This document outlines the **Terms and Conditions** (the "Terms") governing your engagement with **Pro RFP** as a **Vendor**.

By serving as Pro RFP Vendor, you agree to:

1. **Provide services** at designated locations as outlined in **Statements of Work (SOWs)**, which are sent electronically to the email you have provided.
2. **Abide by all Pro RFP policies and procedures**, including invoicing, quality control, and compliance standards.

3. **Operate as an independent contractor**, ensuring full responsibility for your own business operations, including personnel, tax obligations, and legal compliance.
4. **Meet all performance requirements** and comply with all legal and regulatory standards applicable to the services provided.

1.1 Binding Nature of Agreement

Your acceptance of an SOW, submission of an invoice, or provision of services under, for, or on behalf of Pro RFP constitutes **full acceptance of these Terms**. These Terms govern all services performed, and any failure to adhere may result in **withheld payments, penalties, or termination of your engagement**.

1.2 No Modification Without Written Consent

No verbal agreement or modification shall alter these Terms. Any amendments or exceptions must be provided in **writing by an authorized Pro RFP representative**. Pro RFP reserves the **exclusive right to modify or update these Terms** as needed. The most recent version will be available at <https://proalert.ai/terms-and-conditions> and will govern all ongoing engagements. Your continued provision of services under, for, or on behalf of Pro RFP constitutes **automatic acceptance** of the latest version of these Terms.

1.3 Independent Contractor Status

Your engagement with Pro RFP does **not** create an employer-employee relationship. You are an **independent contractor**, and nothing in these Terms shall be construed as creating a partnership, joint venture, agency, or employment relationship between you and Pro RFP. You are solely responsible for:

- **Hiring, managing, and paying your employees or subcontractors** (subject to Pro RFP's subcontracting restrictions).
- **Ensuring compliance with all federal, state, and local laws**, including tax filings, payroll, and workers' compensation requirements.
- **Providing necessary tools, equipment, and materials**, unless otherwise specified in the SOW.

1.4 Pro RFP's Right to Terminate or Refuse Engagement

Pro RFP reserves the right to:

- **Terminate your agreement at any time**, with or without cause, upon written notice.
- **Refuse to engage any Vendor** who fails to meet performance, compliance, or ethical standards.
- **Suspend, withhold, or deduct payments** for violations of these Terms, including non-compliance with service expectations or invoicing procedures.

1.5 Vendor's Duty to Stay Informed

It is your responsibility to **regularly review and stay informed** about these Terms and any updates posted at <https://proalert.ai/terms-and-conditions>. Your continued provision of services under, for, or on behalf of Prop RFP constitutes **automatic acceptance** of the latest version of these Terms.

2. Service Provision and Expectations

As a **Pro RFP Vendor**, you are required to perform all services **strictly in accordance** with these Terms and the specific deliverables outlined in each **Statement of Work (SOW)**.

Your services must meet **industry-leading standards** of:

- **Expertise** – Delivering services with the highest level of skill, knowledge, and compliance with industry best practices.
- **Punctuality** – Adhering to all scheduling requirements and deadlines specified in the SOW.
- **Professionalism** – Conducting all work with integrity, adherence to safety protocols, and respect for Pro RFP, its clients, and other vendors.

Failure to meet service expectations may result in **payment deductions, contract termination, legal action, and other penalties as outlined in Section 5** of these Terms.

2.1 Adherence to the Statement of Work (SOW)

Each **SOW** provides the full scope of services, timelines, locations, performance benchmarks, and reporting requirements. Vendors must:

- **Strictly follow all specifications** outlined in the SOW.
- **Complete all tasks as assigned**, ensuring quality and thoroughness.
- **Provide all required documentation, service records, and confirmations** as part of service completion.
- **Submit a Pro Upload for every completed service**, unless otherwise specified.

Any deviation from the SOW without **prior written approval from Pro RFP** will be treated as a **breach of contract**, subjecting the Vendor to penalties, deductions, or contract termination.

2.2 Non-Exclusive Engagement and Conflict of Interest

Vendors may provide services to **other clients**; however, they must ensure that:

- There is **no conflict of interest** with Pro RFP obligations.
- Pro RFP-related work takes **priority** over other commitments when scheduling conflicts arise.
- Vendors do **not use proprietary methods, resources, or confidential information** obtained through Pro RFP for the benefit of any other client.

If a conflict of interest is identified, Pro RFP reserves the right to **immediately terminate the Vendor's contract** and **pursue legal action if necessary**.

2.3 No Unauthorized Subcontracting

Vendors are **prohibited from delegating, subcontracting, or reassigning any services** without **prior written consent from Pro RFP**. Unauthorized subcontracting will be considered a **material breach of contract**, resulting in:

- **Immediate termination** of the Vendor's agreement.
- **Full liability** for any damages, costs, or losses incurred by Pro RFP due to unauthorized subcontracting.

- **Withholding of payments** until subcontracting violations are remedied.

If a Vendor wishes to **subcontract any portion of work**, they must:

- Submit a formal **written request** to Pro RFP detailing the subcontractor's qualifications, including insurance.
- Obtain **written approval** from Pro RFP before any subcontractor begins work.
- Include Pro RFP as an additional insured on Subcontractor's relevant insurance policies.
- Ensure all subcontractors meet **Pro RFP's compliance, background check, and service quality standards**.

The **Vendor remains fully responsible** for all work performed by any approved subcontractor and is liable for any failures, damages, or breaches caused by them. Subcontractors are bound by these Terms and shall be considered "Vendors" hereunder. Nothing herein shall limit Pro RFP from pursuing Subcontractors directly for any violation of these Terms.

2.4 Service Performance Monitoring and Reviews

Pro RFP will **regularly monitor and evaluate** Vendor performance through:

- **Pro Upload Reviews** – Ensuring services are completed and properly documented.
- **Client Satisfaction Assessments** – Measuring performance based on client feedback.
- **On-Site Spot Checks** – Conducting random audits to validate service completion and quality.

Any service deficiencies, delays, or failures to meet expectations **may result in deductions, warnings, or contract termination**. Vendors will be given an opportunity to correct deficiencies **within a set timeframe**, and Pro RFP's approval of any purported correction shall be in its sole and absolute discretion, after which further action may be taken.

2.5 Vendor Conduct and Compliance

While performing services under Pro RFP, Vendors must:

- **Abide by all federal, state, and local laws** relevant to their work.
- **Maintain a professional appearance and demeanor** when interacting with clients, employees, or other vendors.
- **Ensure all personnel comply with uniform, badge, and identification requirements**.
- **Report any incidents, safety concerns, or issues affecting service delivery** within 12 hours.

Failure to comply with these standards **may result in immediate removal from the Pro RFP network, non-payment, or legal action**.

3. Payment Terms

Pro RFP maintains a **structured and transparent payment process** to ensure timely and accurate compensation for vendors while enforcing compliance with service and invoicing requirements.

Failure to follow the invoicing and payment guidelines outlined in this section may result in **payment delays, deductions, or non-payment**.

3.1 How to Submit Invoices

All invoices must be submitted **exclusively** through the **Pro RFP Invoice Portal** at <https://www.proalert.ai/invoice>.

Vendors are responsible for monitoring payment statuses via <https://proalert.ai/invoice-status> and ensuring their invoices are processed correctly. Repeated follow up requests to Pro RFP regarding the status of invoices are disfavored and may result in additional payment delays in Pro RFP's sole discretion.

3.1.1 Invoice Submission Deadline

- **Invoices must be submitted by the 14th of the following month** for services rendered in the prior month.
- Example: Services provided from **January 1st – January 31st** must be **invoiced by February 14th**.

Failure to submit invoices by the deadline may result in payment delays, rejection of invoices, or forfeiture of payment at Pro RFP's sole discretion.

3.1.2 Invoice Accuracy Requirements

Invoices must:

- **Match the details of the approved Statement of Work (SOW).**
- **Include all required supporting documentation, including Pro Upload submissions.**
- **Be submitted for the correct billing period and linked to the correct network ID.**

Invoices that **contain errors, missing documentation, or incorrect amounts** may be **rejected or delayed** until corrected. Vendors are responsible for verifying invoice accuracy before submission.

3.2 Payment Structure and Options

Payments are **processed exclusively through Bill.com**. However, **all invoices must first be submitted through the Pro RFP Invoice Portal**.

Vendors may select one of four payment schedules:

3.2.1 (Net 60) – Standard Payment (No Additional Cost)

This is the **default payment schedule** with no additional processing fees, except for the **\$35 monthly membership fee**.

- **First Payment:** 50% of the invoice total, paid **45 days** after the invoice submission period ends.
- **Second Payment:** The remaining 50%, paid **60 days** after invoice submission.

Payment Date Logic:

- If the **45-day** or **60-day** mark falls **on or before the 1st**, payment is made **on the 1st**.
- If it falls **on or before the 15th**, payment is made **on the 15th**.
- If neither applies, payment is made **on the 1st of the following month**.

This payment structure ensures **predictability, stability, and a structured cash flow** for vendors.

3.2.2 (Net 45) – 5% Expedited Fee

For vendors who prefer **faster payments**, a **5% processing fee** applies per invoice.

- **First Payment:** 50% of the invoice total, paid **30 days** after invoice submission.
- **Second Payment:** The remaining 50%, paid **45 days** after invoice submission.
- **Fee:** A **5% deduction** from the total invoice amount.

3.2.3 (Net 30) – 10% Expedited Fee

A **single-payment** option for vendors requiring faster access to funds.

- **Payment:** 100% of the invoice total, paid **15 days** after invoice submission.
- **Fee:** A **10% deduction** from the total invoice amount.

3.2.4 (Net 15) – 15% Expedited Fee

The **fastest** payment schedule with a **single payment** processed **7 days** after invoice submission.

- **Payment:** 100% of the invoice total, paid **7 days** after invoice submission.
- **Fee:** A **15% deduction** from the total invoice amount.

3.3 Terms Confirmation and Compliance

By selecting a payment option and submitting invoices, **Vendors confirm their acceptance of the following:**

- **Acknowledgment of Processing Timelines and Fees**
 - Vendors **understand and agree** to the selected **payment structure and any associated fees**.
 - **Expedited payment fees are non-refundable and automatically deducted from invoice totals.**
- **Compliance with Service and Documentation Requirements**
 - Pro RFP reserves the right to **withhold, delay, or adjust payments** if Vendors fail to:
 - Submit a **Pro Upload** for each service.
 - Meet **service quality requirements** as outlined in the SOW.
 - Provide **complete and accurate invoice documentation**.
- **Authorization to Deduct Fees and Adjust Payments**
 - Pro RFP may **automatically deduct any outstanding fees, penalties, or recoverable costs** from Vendor payments, as outlined in **Section 5**.

3.4 Vendor Responsibilities for Payment Processing

To ensure timely and accurate payments, Vendors **must**:

1. **Submit accurate invoices through the Pro RFP Invoice Portal**
 - Ensure invoices are **correctly formatted, properly itemized, and linked to the correct network ID**.
 - Pro RFP **will not be responsible for delays due to incorrect or incomplete invoices**.
2. **Maintain an active and verified Bill.com account**
 - Vendors **must be registered with Bill.com** to receive ACH payments.
 - **Failure to maintain a valid Bill.com account may result in payment delays or non-payment.**
3. **Resolve invoice discrepancies within five (5) business days**
 - If an invoice is flagged for errors, Vendors **must correct and resubmit** within the allotted timeframe.
 - Failure to resolve discrepancies **may result in non-payment or invoice rejection**.

3.5 Consequences of Non-Compliance with Payment Terms

Pro RFP enforces strict **payment integrity measures**. Vendors who fail to comply with payment terms may face the following consequences:

1. **Delayed or Withheld Payments**
 - Payments **will not be processed** until all required service documentation and compliance standards are met.
 2. **Invoice Rejection**
 - Invoices that **fail to meet submission deadlines** or contain errors **may be rejected without payment**.
 3. **Payment Deductions**
 - Pro RFP reserves the right to **deduct penalties, service failure fees, or outstanding balances** from Vendor payments.
 4. **Legal Action for Fraudulent Invoices**
 - Submitting **fraudulent, duplicate, or misleading invoices** may result in **legal action, contract termination, and financial recovery efforts**.
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4. Compliance and Payment Adjustments

Pro RFP enforces strict **compliance and payment adjustment policies** to ensure service quality, contractual adherence, and accurate compensation.

Failure to comply with Pro RFP's service validation, invoicing, and performance standards may result in **payment delays, deductions, or non-payment**.

4.1 Pro Upload Compliance & Service Validation

Pro Upload submission is **mandatory** for service validation and payment processing.

- **Failure to submit a Pro Upload** will trigger a **Pro Review**, delaying payment until service completion is validated.
- **Continuous or repeated non-compliance** with Pro Upload requirements may result in **payment deductions, suspension of payments, or contract termination**.

4.1.1 Payment Withholding for Missing or Incomplete Pro Uploads

If a Pro Upload is missing, incomplete, or fails to provide **sufficient service validation**, Pro RFP may:

- **Delay payment** until service validation is completed.
- **Withhold payments** if repeated failures require manual verification by Pro RFP.
- **Deduct an administrative processing fee** for each instance requiring additional review.

4.1.2 Consequences for Failing a Pro Review

If a service fails **Pro Review**, the following may occur:

- **Non-payment for the disputed service.**
- **Financial penalties** for service failure.

- **Permanent removal from the Pro RFP network** for repeated offenses.

Pro RFP retains **sole discretion** in determining whether a service has met the **required quality and compliance standards**.

4.2 Payment Adjustments and Deductions

Pro RFP reserves the right to **adjust payments, withhold funds, or impose deductions** for non-compliance with service, invoicing, or contractual obligations.

Deductions and adjustments will be applied under the following conditions:

4.2.1 Incomplete or Poor-Quality Service

- Payments **may be reduced or withheld** based on Pro RFP's internal service review and client feedback.
- Services that **fail to meet quality standards** may result in **deductions or full non-payment**.
- If **re-work or remediation** is required due to poor performance, **Pro RFP may deduct costs associated with corrections**.

4.2.2 Late or Incomplete Invoices

- **Late invoices** may not be processed until the next payment cycle or may be **subject to a late submission deduction**.
- **Invoices missing required documentation (e.g., Pro Uploads, service confirmations, or supporting materials)** may be rejected or adjusted.

4.2.3 Breach of Contractual Obligations

Any **violation of these Terms** may result in financial penalties, including but not limited to:

- **Withholding of payments** until compliance is restored.
- **Deductions for breach-related costs**, such as legal expenses or service recovery fees.
- **Contract termination and legal action** for severe or repeated violations.

4.3 Early Payment Requests

Pro RFP offers Vendors the option to request **early payment** outside of their selected payment schedule. However, early payments are **subject to Pro RFP's approval** and carry an associated fee.

4.3.1 Early Payment Request Terms

- **A 10% processing fee** will be deducted from the total invoice amount for early payments.
- **Early payment requests must be submitted in writing** and approved before processing.
- Pro RFP reserves the right to **approve or deny early payment requests at its sole discretion** based on:
 - The **Vendor's service performance and compliance history**.
 - The **availability of funds** in the current payment cycle.
 - **Any outstanding contractual issues** that may affect payment eligibility.

4.3.2 Restrictions on Early Payment Requests

- Vendors **must be in full compliance** with Pro RFP's service and invoicing requirements.
- **Vendors with pending service disputes, Pro Upload issues, or outstanding deductions are ineligible** for early payment.
- **Early payments will not be processed if a Vendor has breached any contractual obligation.**

4.4 Additional Payment Adjustments

Pro RFP retains **full discretion** to adjust payments in response to:

- **Service completion issues** that require additional review.
- **Errors in submitted invoices** that require correction before payment.
- **Changes in the Statement of Work (SOW)** that affect the agreed-upon service fee.

Vendors **acknowledge that Pro RFP's determination of payment adjustments is final** and that Pro RFP is **not obligated to pay for unverified, incomplete, or non-compliant services.**

5. Enforcing Payment Integrity

Pro RFP maintains **strict financial accountability measures** to ensure accurate payments, prevent fraud, and enforce vendor compliance. All payments are subject to **review, verification, and adjustment** to align with contractual obligations and service performance.

Failure to comply with Pro RFP's **invoicing, service validation, or payment policies** may result in **payment holds, deductions, legal action, or contract termination.**

5.1 Payment Holds and Non-Payment Conditions

Pro RFP may **suspend or deny payment** under the following conditions:

1. **Failure to Comply with Invoicing Procedures**
 - Vendors who do not follow the required **invoice submission process** via the **Pro RFP Invoice Portal** may face **payment holds** until compliance is restored.
 - **Invoices with errors, missing documentation, or discrepancies** may be returned for correction, delaying payment.
 - If an invoice is **submitted outside the required timeframe**, Pro RFP may **reject the invoice** and deny payment.
2. **Failure to Complete Service Validation Requirements**
 - Vendors who **fail to submit a Pro Upload** or provide **sufficient service validation** may have their payments withheld until the service is verified.
 - If a service **fails Pro Review**, payments **may be permanently withheld** and subject to deductions.
3. **Unresolved Payment Disputes or Outstanding Deductions**
 - Any **outstanding penalties, deductions, or contractual fees owed to Pro RFP** may result in **payment holds** until all balances are cleared.
 - Vendors **must resolve any disputes regarding payments within five (5) business days** of notification, providing verifiable documentation to support their claim.

5.2 Payment Verification and Adjustments

All invoices and payments are subject to **internal verification** to ensure accuracy. Pro RFP reserves the right to:

- **Review and validate all invoices, supporting documents, and service records.**
- **Adjust payments** based on verified service completion, compliance with the Statement of Work (SOW), and client feedback.
- **Deny payment for services that are incomplete, incorrectly billed, or fail to meet contractual requirements.**

If an invoice **exceeds** the agreed-upon amount in the SOW, Pro RFP reserves the right to **adjust the payment downward** to reflect the correct fee.

5.3 Recovery of Overpaid or Incorrect Payments

Pro RFP **reserves the right to recover any overpaid amounts, incorrect payments, vendor-owed fees, or fees clawed back (“Deductions”)** due to Vendor’s failures to comply with Pro RFP’s service standards.

Methods of Recovery:

1. **Automatic Deductions** – Any overpaid amount may be deducted from the Vendor’s next scheduled payment.
2. **Invoice Offsets** – Future invoices may be **adjusted downward** to account for previously overpaid amounts.
3. **Direct Repayment Requests** – Vendors may be required to **return overpaid amounts within ten (10) business days** of notification.
4. **Legal Action for Non-Repayment** – Vendors who fail to **reimburse Pro RFP for overpayments, incorrect, or clawed-back payments** may face **legal recovery efforts, including but not limited to collections and litigation.**

5.4 Fraud Prevention and Financial Audits

To **protect against fraudulent invoicing and financial mismanagement**, Pro RFP conducts periodic **financial audits** and **invoice reviews**.

- **Invoices suspected of fraud, duplication, or misrepresentation will be investigated.**
- **Vendors found engaging in fraudulent billing practices will be permanently removed from the Pro RFP network and face legal consequences.**
- **Pro RFP retains the right to request additional documentation or conduct site audits to verify service completion.**

Any attempt to **manipulate payment processes, submit false invoices, or overbill for services** will be treated as a **material breach of contract**, resulting in **immediate contract termination and legal action**.

5.5 Final Determination of Payments

Pro RFP’s determination of payment adjustments, deductions, and compliance-related holds is **final and non-negotiable**.

Vendors acknowledge that:

- **Pro RFP is not obligated to pay for unverified, incomplete, or non-compliant services.**
- **Payment disputes must be resolved with supporting documentation, and Pro RFP’s decision is binding.**
- **Continuous or repeated violations of payment integrity policies will result in permanent removal from the Pro RFP network.**

6. Understanding Deductions and Adjustments

Pro RFP enforces **strict financial accountability** to ensure all services meet contractual, quality, and performance standards. **Deductions, adjustments, or withheld payments** may be applied when vendors fail to meet expectations, submit incorrect invoices, or cause financial liability for Pro RFP.

Deductions are applied at Pro RFP's **sole discretion** and are **non-negotiable** once finalized.

6.1 Deduction Policy Overview

Deductions and payment adjustments may occur under the following conditions:

6.1.1 Service Non-Compliance

Failure to meet **service quality, reporting, or compliance requirements** may result in **payment deductions, invoice adjustments, or full non-payment**. Deductions may apply for:

1. **Failure to Submit a Pro Upload or Validate Service Completion**
 - Vendors **must submit a Pro Upload** for all services unless explicitly waived in writing by Pro RFP.
 - If Pro Upload validation is not received, **payment may be delayed, reduced, or denied**.
2. **Poor Service Quality, Incomplete Work, or Client Complaints**
 - If services do not meet **Pro RFP's internal review standards or client expectations**, a **partial or full payment deduction may apply**.
 - **Repeated service failures** may result in **permanent removal from the Pro RFP network**.
3. **Late Service Delivery or Failure to Meet SOW Performance Metrics**
 - Vendors **must adhere to all scheduling and performance benchmarks** outlined in their Statement of Work (SOW).
 - If services are delivered **late or fall below agreed-upon quality standards**, Pro RFP may:
 - **Apply financial penalties for missed deadlines.**
 - **Deduct costs associated with service recovery or client complaints.**
4. **Clawbacks**
 - If a client is given a refund by Pro RFP because Vendor services do not meet the client's standards or Pro RFP's standards, Pro RFP may deduct any amounts refunded to the their client from Vendor and/or pursue Vendor pursuant to section 13 of these Terms, in its sole discretion.

6.1.2 Deductions for Failed Pro Alerts

A **Pro Alert** is issued when a Vendor fails to meet an essential service obligation, requiring **immediate corrective action**. Pro Alerts are **time-sensitive** and must be **resolved within the timeframe specified by Pro RFP**.

Failure to resolve a **Pro Alert** will result in:

1. **A Service Level Deduction**
 - Pro RFP will apply a **deduction equivalent to the daily rate paid to the Vendor for the affected service plus a 30% administrative fee**.
 - This deduction reflects the **cost of service disruption, additional labor required for correction, and administrative processing**.

2. **Payment Withholding Until Resolution**

- Payments for the affected service **will not be processed** until Pro RFP confirms that the issue has been resolved.

3. **Escalated Deductions for Recurring Pro Alert Failures**

- **Repeated failure to resolve Pro Alerts** may result in:
 - **Increased deductions for future service failures.**
 - **Permanent removal from Pro RFP's vendor network.**
 - **Legal and financial recovery actions if Pro RFP incurs client penalties due to the Vendor's failure.**

6.1.3 Recoverable Costs and Administrative Fees

If a **Vendor owes Pro RFP money**, Pro RFP may **recover the amount through deductions** plus an **additional 30% administrative fee** to cover processing costs, or through the methods set forth at Section 13, in its sole discretion.

Recoverable costs include but are not limited to:

- **Overpayments or incorrect invoices submitted by the Vendor** – If a Vendor receives an overpayment due to an invoicing error or Pro RFP system adjustment, the overpaid amount will be deducted from future payments.
- **Costs incurred by Pro RFP due to Vendor's non-performance, damages, or client penalties** – If a Vendor's failure results in **financial penalties, fines, or additional costs incurred by Pro RFP**, the amount will be deducted from the Vendor's payment.

Vendors are responsible for verifying their invoices for accuracy before submission. Pro RFP will not reverse deductions for Vendor invoicing errors.

6.1.4 Reimbursable Expenses

If Pro RFP **pays for goods, equipment, or services** on behalf of a Vendor, the **full cost, plus an administrative fee**, will be deducted from the Vendor's next payment.

Examples of reimbursable expenses include:

- **Replacement of unapproved or defective supplies** that a Vendor failed to procure in a timely manner.
- **Equipment purchases made by Pro RFP due to Vendor non-compliance with SOW specifications.**
- **Client-requested service adjustments** where the Vendor failed to meet the original SOW requirements.

6.1.5 Fines and Penalties for Service Failures

Pro RFP enforces **strict service quality controls** and holds Vendors responsible for financial penalties imposed by **clients, regulatory agencies, or third parties** due to service failures.

1. **Financial Penalties for False Alarms, Damages, or Poor Service**

- If a Vendor's **actions result in a client fine, penalty, or legal fee**, Pro RFP will **deduct the full amount from the Vendor's next payment plus an applicable 30% administrative fee.**
- Examples include:
 - **False alarms triggered by Vendor personnel**, resulting in fines or emergency response charges.
 - **Damages caused to client property, equipment, or facilities** due to Vendor negligence.
 - **Failure to meet safety, security, or regulatory requirements**, leading to client-imposed penalties.

2. **Deductions for Services That Fail Quality Review or Require Excessive Remediation**

- Pro RFP reserves the right to **withhold up to 100% of payment** for services that:
 - **Do not meet contractual performance standards.**
 - **Require excessive corrections or rework** due to Vendor errors.
 - **Receive repeated client complaints leading to service disputes.**
- 3. **Additional Deductions for Non-Compliance with Corrective Actions**
 - If a Vendor **fails to correct service deficiencies** after being notified, additional penalties may apply, including:
 - **Progressive deductions** for continued non-compliance.
 - **Contract termination and forfeiture of outstanding payments.**

6.2 No Negotiation of Deductions

Deductions for **service failures, non-compliance, or recoverable costs** are **final and non-negotiable**.

- **Vendors may not dispute deductions unless they provide documented evidence proving the charge is incorrect.**
 - **Pro RFP's determination of service quality, invoice accuracy, and financial responsibility is binding.**
 - Vendors who **fail to maintain compliance** may be permanently disqualified from future engagements with Pro RFP.
-

7. Payment Processing and Vendor Compliance

Pro RFP enforces **strict payment processing requirements** to ensure that all transactions are accurate, secure, and compliant with contractual obligations. Vendors must adhere to all payment procedures, **maintain up-to-date financial information**, and resolve any discrepancies within the required timeframe.

Failure to comply with **ACH registration, invoice accuracy, or payment processing policies** may result in **payment holds, delays, administrative fees, or contract termination**.

7.1 ACH Payment Requirements

To receive payments, **all Vendors must register their banking details with Bill.com** and maintain a valid ACH (Automated Clearing House) payment account.

7.1.1 ACH Enrollment is Mandatory

- **Vendors are required to maintain an active ACH account via Bill.com** to ensure seamless payment processing.
- **Failure to provide or update ACH details may result in delayed or withheld payments** until valid information is submitted.

7.1.2 No Alternative Payment Methods Without Approval

- **Pro RFP does not issue manual checks unless explicitly authorized.**
- **If an exception is granted**, check payments will be subject to a **5% administrative processing fee** to cover additional costs.

- **Vendors requesting alternative payment methods must submit a written request and obtain approval from Pro RFP's finance department.**

7.2 Vendor Responsibilities in Payment Processing

All Vendors are responsible for ensuring that **their payment details, invoicing practices, and compliance records are accurate and up to date.**

To avoid payment delays or disruptions, Vendors **must:**

- **Submit invoices on time and accurately** through the **Pro RFP Invoice Portal**.
 - Vendors must verify that invoices are **formatted correctly, free from errors, and linked to the appropriate network ID.**
 - Any **missing information, incorrect billing periods, or Pro Upload validation failures** may result in **rejected invoices or payment holds.**
- **Maintain accurate business and banking information** in the Pro RFP system.
 - Vendors are required to **update their ACH banking details immediately** if changes occur.
 - If incorrect banking details result in a failed payment, **Pro RFP is not responsible for payment resubmission delays.**
- **Resolve invoice discrepancies within five (5) business days** of receiving a payment notice.
 - Vendors must **review all payment statements** and notify Pro RFP's finance department of any discrepancies immediately.
 - If a Vendor **fails to dispute an incorrect payment within five (5) business days, the payment will be considered final** and no further adjustments will be made.

7.3 Consequences of Non-Compliance with Payment Processing Requirements

Pro RFP enforces **strict penalties for vendors who fail to comply with payment policies.**

- **Payment Holds or Non-Payment**
 - If a Vendor **fails to provide valid ACH banking details** or **submits invoices incorrectly**, Pro RFP may place payments **on hold until the issue is resolved.**
 - **Vendors are responsible for ensuring they meet all invoicing requirements before payment is processed.**
- **Administrative Deductions for Non-Compliance**
 - Vendors who **cause repeated delays in payment processing** due to inaccurate invoices, failed ACH transfers, or failure to update banking details may be subject to a **30% administrative deduction from future payments.**
 - Administrative deductions are **non-negotiable** and will be applied to **offset the cost of correcting vendor payment errors.**
- **Contract Termination for Repeated Violations**
 - Vendors who **fail to correct payment processing issues after repeated notifications** may face **contract termination.**
 - **Pro RFP reserves the right to remove Vendors from its payment system permanently** for failure to comply with financial procedures.

8. Work Adjustments and Change Orders

Pro RFP reserves the right to **modify, adjust, or update** the **Statement of Work (SOW)** in response to **client requests, operational changes, or service performance reviews**. Vendors must be prepared to **adapt to modifications** and comply with any **approved Change Orders**.

Failure to comply with **scope adjustments or approved Change Orders** may result in **payment withholds, financial penalties, or contract termination**.

8.1 Scope and Payment Adjustments

Pro RFP retains full authority to adjust service requirements, scope of work, and pricing structures as needed (called a “Change Order”).

- **Right to Modify SOWs**
 - Pro RFP may **modify, update, or remove tasks** from an SOW based on **client needs, market conditions, or operational priorities**.
 - Vendors **must comply with the updated SOW** and may not refuse modifications unless expressly permitted by Pro RFP in writing.
- **Notification of Scope Changes**
 - Vendors **will receive written notification** of any modifications to the SOW.
 - Scope changes **are binding upon written notification**, even if the Vendor has not yet confirmed receipt.
- **Pricing Adjustments for Change Orders**
 - If a **Change Order impacts pricing**, the adjustment will be **documented electronically and reflected in the next billing cycle**.
 - Vendors **must comply with all pricing modifications, including increased or reduced service rates, as determined by Pro RFP**.

8.2 Change Order Process

All **Change Orders are binding** once officially issued by Pro RFP. Vendors are required to follow the **formal Change Order process** as outlined below:

- **Written Notice of Change Order**
 - Pro RFP will **issue an official Change Order notice via email** detailing the modification(s). The notice will include:
 - Updated service requirements
 - Revised pricing or payment adjustments (if applicable)
 - Implementation deadline for the new service scope
- **Vendor Review and Acknowledgment**
 - Vendors must confirm receipt of the Change Order within 24 hours of issuance.
 - Vendors are required to review and comply with any revised payment adjustments.
 - Failure to acknowledge the Change Order within 24 hours does not exempt the Vendor from compliance.
- **Updated Statement of Work (SOW)**
 - Once the Change Order is issued, the **updated SOW becomes binding**.
 - If a Vendor fails to acknowledge the Change Order but continues providing services, they will be deemed to have **accepted the updated terms**.

- **Implementation of Change Order**
 - Vendors **must begin implementing the new scope of work immediately** unless a later start date is specified.
 - Any **service failures, delays, or refusals to implement Change Orders** may result in:
 - **Payment withholds until compliance is verified**
 - **Service deductions based on the original SOW pricing structure**
 - **Immediate contract termination for non-compliance**

8.3 Consequences of Non-Compliance with Change Orders

Failure to comply with an approved Change Order may result in the following **financial and contractual consequences**:

- **Payment Withholds and Adjustments**
 - Vendors who fail to implement Change Orders **may have their payments withheld until the necessary modifications are completed**.
 - Any additional costs incurred by Pro RFP due to non-compliance **will be deducted from the Vendor's next invoice**.
 - **Service Rate Adjustments for Non-Compliance**
 - If a Vendor **refuses or fails to implement a Change Order**, Pro RFP may **adjust their service rate downward** to reflect only the work completed under the original SOW.
 - **Contract Termination for Repeated Change Order Violations**
 - Vendors who **consistently fail to implement Change Orders** will be subject to **contract termination without further compensation**.
 - Pro RFP reserves the right to **recover any losses caused by a Vendor's failure to comply** with modifications.
-

9. Quality Control and Vendor Performance

Pro RFP enforces **strict quality control measures** to ensure that all Vendors meet **performance benchmarks, client expectations, and compliance requirements**. Vendors are subject to **continuous monitoring, performance evaluations, and corrective actions** if they fail to meet the required standards.

Failure to comply with **quality expectations** may result in **financial penalties, contract termination, or permanent removal from the Pro RFP network**.

9.1 Service Reviews and Evaluations

Pro RFP **retains full discretion** to conduct **service quality audits and performance reviews** at any time. All Vendors are required to meet the following minimum performance standards:

9.1.1 Pro Upload Verification

- **Pro Upload submission is mandatory** for service validation.
- **Failure to provide Pro Upload documentation may result in payment withholds, deductions, or non-payment**.

9.1.2 Pro Review Score Compliance

- Vendors must **maintain an average Pro Review Score of at least 3.5/5.0** based on service quality evaluations.
- **A Pro Review Score below 3.5 may result in:**
 - Increased service monitoring
 - Payment withholds for poor-performing services
 - **Contract termination**

9.1.3 Pro Alert Compliance

- Vendors must **maintain a minimum of 90% compliance** with all Pro Alerts.
- **Failure to resolve Pro Alerts in a timely manner may result in:**
 - **Service deductions equivalent to the daily rate paid to the Vendor plus a 30% administrative fee**
 - **Escalation of penalties for repeated non-compliance**
 - **Permanent removal from the Pro RFP network**

9.1.4 Client Feedback Assessments

- Vendors are evaluated based on **client satisfaction ratings** and **feedback assessments**.
- **Negative client feedback or complaints may trigger:**
 - **A formal service quality review**
 - **Corrective action requirements**
 - **Payment reductions for substandard work**
 - **Contract termination**

9.1.5 Surprise Spot-Checks and On-Site Inspections

- Pro RFP conducts **random, unannounced inspections** to verify that Vendors are performing services as required.
- **Non-compliance with on-site checks may result in immediate service suspension or financial deductions.**

9.2 Corrective Actions for Service Deficiencies

If a Vendor **fails to meet service quality standards**, Pro RFP may **initiate corrective action measures** to ensure compliance.

9.2.1 Pro Alerts for Immediate Corrective Action

- **Pro RFP may issue a Pro Alert requiring immediate corrective action** for any service deficiency.
- Vendors **must resolve all service deficiencies within 12 hours** of Pro RFP sending a Pro Alert.

9.2.2 Financial Deductions for Service Deficiencies

- **If a Vendor fails to correct a deficiency within 12 hours, Pro RFP reserves the right to assign the work to an alternative provider and:**
 - **Deduct the full cost of the replacement service from the Vendor's payment**
 - **Apply an additional 30% administrative fee for service reallocation**

9.2.3 Progressive Penalties for Repeated Failures

If a Vendor **fails to meet quality standards repeatedly**, Pro RFP may apply **increasing penalties**, including:

- **Escalating financial deductions** for each recurring service failure.
- **Temporary suspension from the Pro RFP network** until performance improves.
- **Permanent removal from Pro RFP's approved Vendor list** for ongoing non-compliance.

9.2.4 Contract Termination for Chronic Performance Issues

Vendors who **fail to meet performance benchmarks despite corrective actions** are subject to **immediate contract termination**. Grounds for termination include but are not limited to:

- **Failure to meet Pro Review Score requirements** (consistently scoring below 3.5).
- **Pro Alert non-compliance** falling below 90%.
- **Consistently poor client feedback or complaints**.
- **Multiple failed on-site inspections or Pro Upload non-submissions**.

Upon contract termination, **Pro RFP reserves the right to withhold any outstanding payments and recover damages for service failures**.

9.3 Final Determination on Vendor Performance

- **Pro RFP's assessment of service quality and performance compliance is final**.
 - Vendors **waive the right to dispute deductions or penalties resulting from verified service deficiencies**.
 - **Pro RFP is not obligated to provide future work opportunities to Vendors who fail to meet quality expectations**.
-

10. Intellectual Property and Confidentiality

To protect **Pro RFP's proprietary assets, trade secrets, and business interests**, all Vendors must comply with **intellectual property rights and confidentiality obligations**.

Failure to comply with these terms may result in **financial penalties, contract termination, legal and injunctive relief, and permanent exclusion from future engagements with Pro RFP**.

10.1 Ownership of Work and Deliverables

- **Pro RFP Owns All Work Products**
 - Any **work products, reports, documents, deliverables, or materials** created under a Pro RFP agreement by any party are the **exclusive property of Pro RFP**.
 - Vendors **waive all claims to ownership, authorship, or intellectual property rights** in any materials produced under or in connection with Pro RFP agreements.
- **No Vendor Rights to Pro RFP's Proprietary Systems or Processes**
 - Vendors are **granted a limited, non-transferable right to use Pro RFP-provided tools, software, or systems strictly for the performance of their contractual duties**.

- Vendors **may not copy, modify, distribute, or use** any of Pro RFP's **software, processes, documents, or proprietary methods** for any purpose outside of their direct work for Pro RFP.
- **Restrictions on Work Performed for Pro RFP**
 - Vendors **cannot repurpose, resell, or relicense any deliverables, reports, or outputs** generated under a Pro RFP contract.
 - Any **unauthorized use of Pro RFP-owned materials will be considered intellectual property theft** and may result in **immediate legal action**.

10.2 Confidential Information

All Vendors must **strictly protect and maintain the confidentiality** of Pro RFP's **confidential information, which includes but is not limited to business strategies, financial information, pricing, costs, marketing plans, customer lists, contact information, engagement history, vendor relationships, and operational data and strategies, trade secrets, know-how, technical data, designs, methodologies, drawings, software, systems, internal tools, algorithms, inventions, research and development activities, and any related documentation, any personal data or information subject to privacy laws and regulations, and other sensitive personal information, any proprietary or third-party confidential information disclosed to Vendor and any information designated as confidential or that, under the circumstances of disclosure, the Vendor should reasonably understand to be confidential ("Confidential Information")**

10.2.1 Prohibited Disclosure

Vendors **may not share, publish, disclose, or distribute** any **Pro RFP's Confidential Information** to any third party. **Failure to comply with confidentiality requirements will result in financial penalties, contract termination, and legal action.** Any unauthorized disclosure of Confidential Information **will be treated as a material breach of contract and will result in immediate legal enforcement, financial damages, and permanent disqualification from the Pro RFP network.**

10.2.2 Handling of Confidential Information

- Vendors **must take all reasonable precautions** to prevent the unauthorized disclosure, loss, or misuse of Confidential Information.
- Confidential Information **must only be used for the purpose of fulfilling contractual obligations to Pro RFP.**
- If a Vendor **suspects a confidentiality breach, they must immediately notify Pro RFP in writing.**

10.2.3 Return or Destruction of Confidential Materials Upon Termination

- Upon contract termination (whether voluntary or by Pro RFP), Vendors must:
 - **Return all confidential documents, files, and proprietary materials or information** provided by Pro RFP.
 - **Permanently delete or destroy** any stored copies of Pro RFP's Confidential Information.
 - **Provide written certification** confirming the return or destruction of all Pro RFP materials upon request.

Failure to return or destroy Confidential Information upon termination may result in legal action and financial penalties.

10.3 Legal Enforcement and Penalties for Violations

Pro RFP takes **intellectual property and confidentiality violations seriously.** Vendors who breach these obligations may be subject to the following enforcement actions:

- **Immediate Contract Termination**
 - Any Vendor **found misusing Pro RFP intellectual property or Confidential Information** will face **immediate termination of all contracts without further compensation.**
 - **Financial Penalties and Recovery of Damages**
 - Vendors **may be held financially liable** for any damages incurred by Pro RFP due to unauthorized use, disclosure, or theft of Confidential Information.
 - Pro RFP reserves the right to **recover any and all damages, including but not limited to consequential damages, lost profits, legal fees, and punitive damages** for breaches.
 - **Legal Action for Intellectual Property Theft or Confidentiality Breaches**
 - Unauthorized use or disclosure of **Pro RFP's Confidential Information** will result in **civil litigation and potential criminal charges.**
 - Pro RFP **may seek injunctive relief, monetary damages, and other legal remedies** to protect its interests.
 - **Permanent Exclusion from Pro RFP Engagements**
 - Vendors who violate **intellectual property or confidentiality agreements** will be **permanently banned from future work with Pro RFP.**
-

11. Vendor Conduct and Business Ethics

Pro RFP expects all Vendors to uphold the **highest ethical and professional standards** while conducting business under its agreements. **Vendors must act with integrity, comply with all contractual obligations, and refrain from any behavior that could harm Pro RFP's business interests, reputation, or client relationships.**

Failure to adhere to these ethical and business conduct requirements may result in **immediate contract termination, financial penalties, and legal action.**

11.1 No Solicitation or Business Interference

To protect Pro RFP's **client relationships, business network, and workforce stability**, Vendors **are strictly prohibited** from engaging in **any solicitation, poaching, or business interference activities** during their contract period and for a specified period after termination.

11.1.1 Non-Solicitation of Clients and Business Partners

For **one(1) year** following contract termination, **Vendors may not, directly or indirectly:**

- **Solicit, contract with, or attempt to obtain business from any actual or prospective Pro RFP client, customer, patron, supplier, or vendor.**
- **Divert business away from Pro RFP by offering competing services to Pro RFP's clients or prospective clients, vendors, or affiliates.**
- **Encourage or induce a client, customer, or vendor to reduce, alter, or terminate its relationship with Pro RFP.**

Violations of this **non-solicitation clause** will result in:

- **Immediate legal and injunctive action against the Vendor.**
- **Financial penalties including but not limited to the revenue lost due to the Vendor's interference.**

- **Permanent prohibition from future engagements with Pro RFP.**

11.1.2 No Hiring or Contracting of Former Pro RFP Employees

To prevent **unethical workforce disruption**, Vendors may not:

- **Hire, engage, or contract with any current or former Pro RFP employee for a period of three (3) years** following their departure from Pro RFP.
- **Encourage, solicit, or attempt to recruit current or former Pro RFP employees to leave Pro RFP for competing opportunities.**

Any violation of this provision **will result in immediate financial penalties** and may trigger **legal and injunctive action to cease solicitations and recover damages caused by employee solicitation.**

11.1.3 No Interference with Pro RFP's Business Operations

Vendors must **not engage in any conduct** that disrupts, interferes with, or negatively impacts Pro RFP's business operations, including but not limited to:

- **Sharing confidential business strategies or Confidential Information with competitors.**
- **Damaging Pro RFP's business relationships through false claims or misrepresentations.**
- **Using proprietary Pro RFP methods, pricing, or service models for personal or third-party gain.**

Any Vendor found engaging in these prohibited activities will be subject to immediate termination, legal consequences, and permanent disqualification from future Pro RFP engagements.

11.2 Consequences of Violating Vendor Conduct and Business Ethics

If a Vendor **violates any part of this section**, Pro RFP reserves the right to enforce the following penalties:

1. **Legal Action for Breach of Contract**
 - **Pro RFP will initiate legal proceedings** to seek damages (including but not limited to consequential damages, lost revenues, and punitive damages), injunctive relief, and compensation for any lost business.
2. **Contract Termination Without Compensation**
 - **All active contracts with the Vendor will be immediately terminated**, with no further payments due.
3. **Permanent Banning from Pro RFP**
 - Vendors found in violation of these terms **will be permanently banned** from conducting business with Pro RFP and its affiliates.

12. Legal and Risk Management

Pro RFP enforces **strict legal and risk management policies** to protect its business, clients, and operations from liability. Vendors **must comply with all risk mitigation requirements, including maintaining active insurance coverage and assuming full responsibility for legal claims arising from their actions.**

Failure to adhere to these legal obligations may result in **contract termination, financial liability, and legal enforcement.**

12.1 Indemnification of Pro RFP

Vendors shall indemnify, defend, and hold harmless Pro RFP, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

1. Any breach of these Terms by Vendor, its employees, agents, or subcontractors;
2. Any act, omission, negligence, or willful misconduct of Vendor, its employees, agents, or subcontractors;
3. Any violation of applicable laws or regulations by Vendor, its employees, agents, or subcontractors including but not limited to government imposed fines or regulatory penalties or
4. Any claims of bodily injury, death, or property damage caused by Vendor, its employees, agents, or subcontractors in connection with its performance under these Terms.

This indemnification obligation shall survive the termination or expiration of these Terms.

This indemnification applies to:

- **Legal Claims and Liabilities**
 - Vendors **assume full financial and legal responsibility** for any claims, disputes, or lawsuits related to:
 - **Service failures, performance deficiencies, or contractual breaches.**
 - **Client complaints, damage to client property, or personal injury caused by Vendor personnel, employees, contractors, agents, or third parties.**
 - **Violations of federal, state, or local laws, including labor, safety, and regulatory requirements.**
- **Damages or Financial Losses**
 - Vendors must **reimburse Pro RFP for any financial losses, fines, or penalties** resulting from:
 - **Failure to meet service expectations.**
 - **Willful or negligent actions, safety violations, or unauthorized conduct.**
 - **Disruptions in service delivery caused by the Vendor's failure to comply with operational or legal standards.**

12.1.1 Legal Defense Obligations

If a legal claim is filed against Pro RFP due to a Vendor's actions:

- **The Vendor must assume all defense costs and legal representation using the legal representation of Pro RFP's choice.**
- **Pro RFP reserves the right to approve or select legal counsel at the Vendor's expense.**
- **Failure to assume legal responsibility will result in immediate legal action against the Vendor for full cost recovery.**

12.2 Insurance Requirements

To **mitigate financial and legal risks**, Vendors must maintain **active insurance coverage** per **Exhibit A** of these **Terms**.

1. **Mandatory Insurance Compliance**
 - Vendors **must provide proof of active insurance coverage** before commencing services.
 - Coverage **must be maintained for the entire duration of the Vendor's engagement with Pro RFP.**
 - **Failure to maintain continuous coverage is a material breach of contract.**

2. Types of Required Insurance

- **General Liability Insurance** – Covers **bodily injury, property damage, and service-related claims**.
- **Workers' Compensation Insurance** – Required **for all personnel performing work under Pro RFP agreements**.
- **Automobile Liability Insurance** – If Vendor uses vehicles for service delivery, a **minimum of \$1,000,000 in coverage is required**.
- **Professional Liability Insurance** – If applicable, coverage must be maintained for **errors, omissions, or service-related negligence**.

3. Consequences of Insurance Non-Compliance

- **Failure to provide proof of insurance** will result in:
 - **Immediate payment suspension** until compliance is restored.
 - **Withholding of all invoices pending insurance verification**.
- **Lapse in insurance coverage** is considered a **contract breach**, allowing Pro RFP to:
 - **Terminate the Vendor's engagement immediately**.
 - **Recover any financial losses caused by uncovered claims**.

4. Vendor's Financial Responsibility for Uninsured Claims

- If a Vendor **fails to maintain required insurance coverage**, they **assume full financial responsibility** for any:
 - **Legal claims, settlements, or damages related to uninsured services**.
 - **Medical costs, injury claims, or liability disputes arising from Vendor operations**.
- **Pro RFP reserves the right to recover damages through legal action if a Vendor's uninsured activities result in financial loss**.

12.3 Legal Enforcement for Breaches of Risk Management Policies

Vendors who **fail to comply with indemnification or insurance requirements** will be subject to:

1. Immediate Termination of Contractual Agreements

- Pro RFP **may terminate any Vendor contract without notice** for failure to comply with **legal, financial, or insurance obligations**.

2. Financial Recovery for Damages and Uncovered Claims

- Vendors **must fully reimburse Pro RFP for any financial losses caused by**:
 - **Service-related lawsuits**.
 - **Regulatory violations**.
 - **Client disputes stemming from Vendor actions**.

3. Legal Action for Failure to Indemnify Pro RFP

- If a Vendor **fails to assume legal responsibility** for claims arising from their services, Pro RFP **may pursue legal enforcement, including litigation and collections**.

13. Dispute Resolution and Governing Law

To ensure **efficient and enforceable resolution of disputes**, Pro RFP requires that all legal disagreements brought against it be settled through **binding arbitration** and governed by the **laws of Illinois**.

Failure to comply with **arbitration requirements or legal proceedings** may result in **financial penalties, contract termination, and additional legal costs**.

13.1 Mandatory Arbitration and JURY TRIAL/CLASS ACTION WAIVER

- **Binding Arbitration Requirement**
 - Any **dispute, controversy, or claim** brought against Pro RFP arising out of or related to these Terms **must be resolved through binding arbitration.**
 - **Vendors waive the right to pursue litigation in court.**
- **Location and Governing Rules, Costs, and Finality of Arbitration Decision.**
 - The arbitration shall be conducted in Chicago, Illinois, before a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), as in effect at the time the arbitration is initiated.
 - The arbitration shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. The party initiating the arbitration shall be responsible for all filing fees, administrative costs, and arbitrator fees associated with the arbitration.
 - Judgment on the arbitration award may be entered in a court of competent jurisdiction in Cook County, Illinois.
 - **Vendors must pay their portion of the arbitration costs in advance.**
 - If a Vendor **fails to pay their required arbitration costs**, Pro RFP **may delay or cancel the arbitration** and seek resolution through legal enforcement, at its election.
 - The arbitration ruling **shall be final, binding, and enforceable** in a court of law.
 - Vendors **waive all rights to appeal or challenge** the decision in any judicial forum.
 -
- **WAIVER OF JURY TRIAL OR RIGHT TO PURSUE CLASS ACTION**
 - **You expressly waive any right to a trial by jury or to participate in a class action or collective proceeding.**
- **Pro RFP May Litigate in Court**
 - Pro RFP may pursue claims against Vendors arising out of or related to these Terms through litigation or arbitration, at its election.
 - Pro RFP may seek injunctive or equitable relief in a court of competent jurisdiction in Cook County, Illinois, to protect its intellectual property rights or Confidential Information, to protect its rights herein pursuant to restrictions against competition, soliciting, conflicts of interest and/or subcontracting, or to pursue any claims against you which it may elect.

13.2 Governing Law and Legal Venue

- **Applicable Law**
 - These Terms **shall be governed by and interpreted under the laws of the State of Illinois**, without regard to conflict of law principles.
- **Exclusive Venue for Legal Proceedings**
 - Any **legal action or enforcement proceeding outside of arbitration** must be **filed and litigated exclusively in either Cook County, Illinois, or Omaha, Nebraska**, at Pro RFP's sole discretion.
 - Vendors **waive any objections to jurisdiction, venue, or inconvenient forum in Illinois or Nebraska courts.**
- **Legal Counsel Representation**
 - Pro RFP has retained the law firm **Kershner Sledziewski Law, LLC** for legal representation.
 - All legal notices, disputes, or inquiries related to Pro RFP's contractual enforcement should be directed to:

ProRFP / Kershner Sledziewski Law, LLC
E: legal@prorfp.com
○ E: junilla@kslawllc.com
- **Legal Fee Reimbursement**
 - **Vendor must reimburse all legal costs, attorney fees, arbitration costs and litigation expenses incurred by Pro RFP.**

- Vendors **waive any right to claim reimbursement for their legal expenses** in disputes against Pro RFP.

13.3 Vendor Restrictions on Debt Collection and Third-Party Agencies

To prevent unauthorized financial actions against Pro RFP, Vendors **agree that they may not, under any circumstances:**

1. **Engage Debt Collection Firms or Third-Party Agencies**
 - Vendors **are strictly prohibited from submitting claims of past-due payments** to any debt collection agency or third-party recovery firm.
 2. **Pursue Third-Party Financial Enforcement Actions**
 - Vendors **may not file liens, initiate credit reporting actions, or engage in any legal or financial enforcement against Pro RFP** outside of arbitration.
 3. **Contractual Waiver of Debt Collection Claims**
 - Vendors **expressly waive the right** to assign or transfer any alleged outstanding payment claims to **any third party, including but not limited to:**
 - Collection agencies
 - Credit reporting firms
 - Financial litigation entities
 - Other third parties
 4. **Consequences for Violating This Restriction**
 - If a Vendor **attempts to pursue unauthorized debt collection actions**, Pro RFP **reserves the right to:**
 - **Permanently terminate the Vendor's contract.**
 - **Pursue legal action for breach of contract.**
 - **Recover damages, including financial penalties and attorney fees.**
-

14. Terms Updates and Compliance

Pro RFP enforces **strict compliance** with its Terms and Conditions and retains the right to modify these Terms as necessary to reflect operational, legal, and business updates.

Vendors **are responsible for staying informed** of all changes, and continued engagement with Pro RFP **constitutes automatic acceptance** of the most recent version of these Terms.

14.1 Updates to Terms and Conditions

1. **Pro RFP's Right to Modify Terms**
 - Pro RFP **reserves the right to update, amend, or modify these Terms at any time, with or without prior notice to Vendors.**
 - Updates may be made to **reflect changes in law, business needs, or operational policies.**
2. **Vendor Obligation to Stay Informed**
 - The most recent version of these Terms will always be available at:
<https://proalert.ai/terms-and-conditions>.
 - Vendors **are required to review these Terms regularly** to ensure compliance with the latest provisions.
3. **Automatic Acceptance of Updates**

- **Continued engagement** with Pro RFP—such as providing services, submitting invoices, or accepting Statements of Work (SOWs)—shall **constitute automatic acceptance of the most current Terms**.
- Vendors **cannot claim ignorance of updates as a defense against non-compliance**.

14.2 No Waiver of Rights

1. **Strict Enforcement of Terms**
 - Pro RFP's **failure to immediately enforce any provision of these Terms does not waive its right to enforce that provision at a later time**.
2. **Cumulative Rights and Remedies**
 - All **rights, remedies, and enforcement actions available to Pro RFP under these Terms, applicable law, or equity are cumulative** and may be exercised **at any time**.
 - **Using one enforcement method does not prevent Pro RFP from using others**.
3. **No Assumptions of Policy Exceptions**
 - Vendors **cannot assume** that previous leniency, exceptions, or non-enforcement of specific rules **create an ongoing policy or exemption**.

14.3 Severability of Terms

1. **If Any Provision is Found Unenforceable**
 - If any **part of these Terms is found to be unlawful, invalid, or unenforceable**, the remaining sections **shall remain in full force and effect**.
2. **Modification of Unenforceable Provisions**
 - If necessary, Pro RFP **reserves the right to modify any invalid provision** to reflect the original intent in a lawful manner.

15. Final Agreement and Vendor Acceptance

By engaging with **Pro RFP**, Vendors **expressly agree** to these Terms and acknowledge that they constitute the **entire, final, and legally binding agreement** governing their relationship with Pro RFP.

These Terms:

Define all contractual expectations, payment structures, and service obligations.

Supersede any prior or contemporaneous agreements, verbal understandings, or conflicting representations.

Are legally enforceable by Pro RFP under the laws of the State of Illinois, with disputes resolved in either Cook County, Illinois, or Omaha, Nebraska, at Pro RFP's discretion, or as to claims against Pro RFP, pursuant to arbitration as set forth herein.

15.1 Binding Nature of Agreement

- **Contractual Acceptance**
 - By **accepting a Statement of Work (SOW), submitting invoices, or performing services under Pro RFP**, the Vendor **automatically accepts and agrees to be bound by these Terms**.
 - **No modifications, exceptions, or amendments are valid unless provided in writing and signed by an authorized Pro RFP representative**.

- **Independent Contractor Status**
 - Nothing in these Terms shall be construed as creating an **employment relationship, partnership, or joint venture** between Pro RFP and the Vendor.
 - Vendors **are solely responsible for their own business operations, taxes, employees, and legal compliance.**
- **Enforcement and Survival of Terms**
 - **Pro RFP retains the full right to enforce these Terms in their entirety.**
 - **Any provisions related to confidentiality, indemnification, dispute resolution, and non-solicitation and competition shall survive termination of the Vendor's engagement.**

15.2 Vendor Acknowledgment and Certification

By entering into any SOW, Vendors **certify that they:**

- **Have read, understand, and agree to all provisions of these Terms.**
- **Have the legal authority to accept this agreement on behalf of their business.**
- **Acknowledge that failure to comply with these Terms may result in financial penalties, contract termination, and legal enforcement.**
- **Agree that any disputes will be resolved exclusively through arbitration or litigation in Cook County, Illinois, or Omaha, Nebraska, as set forth herein.**

Vendors who do not agree to these Terms must immediately cease providing services to Pro RFP and notify Pro RFP in writing of their intent to withdraw from the engagement.

Exhibit A – Insurance Requirements

To ensure **risk mitigation, financial protection, and legal compliance**, all Vendors **must maintain active insurance coverage** as specified below. **Failure to provide proof of insurance or required endorsements will result in immediate payment suspension, contract termination, and financial liability.**

A.1 Mandatory Insurance Coverage

All Vendors **must carry and maintain the following minimum levels of insurance coverage** throughout the duration of their engagement with Pro RFP:

General Liability Insurance

- **Coverage:** Minimum of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate.**
- **Must Include:**
 - Bodily injury and property damage coverage.
 - Contractual liability coverage for services rendered.
 - Completed operations and product liability coverage.
 - No exclusions for contractual indemnification.

Umbrella (Excess Liability) Insurance

- **Coverage:** Minimum of **\$2,000,000 per occurrence and aggregate.**

- **Must Apply Excess Coverage Over:**
 - General liability.
 - Auto liability.
 - Employer's liability (Workers' Compensation).

Automobile Liability Insurance (If Vendor uses vehicles for service delivery)

- **Coverage:** Minimum of **\$1,000,000 combined single limit** for owned, hired, and non-owned vehicles.
- **If the Vendor does not own company vehicles:** A **Hired and Non-Owned Auto Liability endorsement** must be included.

Workers' Compensation Insurance

- **Coverage:** As required by federal, state, and local law.
 - **Employer's Liability Coverage:** Minimum of **\$1,000,000 per accident, per employee, and policy aggregate.**
 - **Waiver of Subrogation Endorsement required,** naming Pro RFP as the beneficiary.
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A.2 Required Endorsements and Waivers on the Certificate of Insurance (COI)

Each Vendor must provide a **Certificate of Insurance (COI)** that includes the following endorsements:

Additional Insured Endorsement

Pro RFP, Inc., its affiliates, officers, directors, employees, and clients must be listed as Additional Insureds on the General Liability, Auto Liability, and Umbrella Policies.

Form Type: ISO CG 20 10 (Ongoing Operations) and CG 20 37 (Completed Operations), or equivalent.

Wording:

"Pro RFP, Inc., its affiliates, officers, directors, employees, and clients are included as Additional Insureds as respects to liability arising from the operations of the Named Insured."

Primary and Non-Contributory Endorsement

The Vendor's insurance **must apply first** before any Pro RFP insurance is triggered.

Form Type: ISO CG 20 01 or equivalent.

Wording:

"This insurance is primary and non-contributory to any insurance maintained by Pro RFP, Inc."

Waiver of Subrogation Endorsement

Required for **General Liability, Auto Liability, and Workers' Compensation Policies.**

Form Type: ISO CG 24 04 (General Liability) / WC 00 03 13 (Workers' Compensation), or equivalent.

Wording:

"The insurer waives any rights of subrogation against Pro RFP, Inc., its affiliates, officers, directors, employees, and clients."

Completed Operations Coverage

Coverage **must remain in effect for at least one (1) year after project/service completion.**

Form Type: ISO CG 20 37 or equivalent.

Contractual Liability Endorsement

Must cover **indemnification obligations** within the Vendor Agreement.

Hired & Non-Owned Auto Liability Endorsement (If Vendor does not own company vehicles)

Coverage: Minimum of **\$1,000,000 combined single limit.**

Required **if the Vendor or its employees use personal or rented vehicles for business purposes.**

A.3 Required Endorsements for Additional Protections

Endorsement Type	Coverage Required	Purpose
Blanket Additional Insured Endorsement	Applies to all applicable policies	Ensures Pro RFP is covered under Vendor insurance automatically.
Cross-Liability Endorsement	Included in General Liability	Protects against claims between Vendor personnel and Pro RFP personnel.
Per Project Aggregate Endorsement	General Liability & Umbrella	Ensures each project has its own full policy limits (instead of a shared aggregate).
Non-Owned Property Damage Endorsement	General Liability	Covers damage to client property while performing services.

A.4 Certificate of Insurance (COI) Submission Requirements

1. Proof of Insurance is Required Before Engagement

- Vendors **must submit a valid Certificate of Insurance (COI) before commencing any work with Pro RFP.**
- The COI must **list all required endorsements and waivers** and clearly identify Pro RFP as an **Additional Insured.**

2. **Annual Updates and Policy Renewals**
 - Vendors **must submit updated COIs annually** or immediately upon policy renewal.
 - Pro RFP reserves the right to **request updated documentation at any time.**
 3. **30-Day Notice for Cancellation or Changes**
 - Vendors **must notify Pro RFP at least 30 days in advance** of any **policy cancellations, non-renewals, or material coverage changes.**
 4. **Submission Instructions**
 - **All COIs and supporting endorsements must be sent to:**
 - i. **Email:** help@prorfp.com
 - ii. **Mail:** Pro RFP, Inc., 221 N. Broad Street, Suite 3A, Middletown, DE 19709
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A.5 Consequences of Insurance Non-Compliance

If a Vendor **fails to maintain active insurance coverage or provide required COIs**, Pro RFP **reserves the right to take the following actions:**

1. **Immediate Payment Suspension**
 - Vendors **will not receive any payments** until full compliance is verified.
 2. **Contract Termination for Lapsed or Inadequate Coverage**
 - Vendors with **expired, insufficient, or non-compliant insurance policies** may face **immediate contract termination** without further compensation.
 3. **Deductions for Non-Compliance**
 - If Pro RFP **incurs costs due to the Vendor's failure to maintain coverage**, a **30% administrative fee will be deducted from future payments** to cover risk exposure and compliance processing.
 4. **Liability for Uninsured Losses**
 - Vendors **assume full financial responsibility** for any losses, claims, or damages resulting from uninsured work.
 - Pro RFP **reserves the right to pursue legal action** to recover damages if a Vendor's lack of coverage results in financial loss.
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Final Compliance Statement

By engaging with Pro RFP, Vendors **certify that they will maintain all required insurance coverages, endorsements, and compliance certifications** as outlined in this **Exhibit A.**