

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2472

Contractor: **CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF WYOMING**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wyoming. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Carahsoft Technology Corporation

Name:	Delany Jones
Address:	1800 Michael Faraday Dr, Suite 100, Reston VA 20190
Telephone:	(703) 871-8500
Email:	contracts@carahsoft.com

Participating Entity: State of Wyoming

Name:	Mandy Gershmel, Buyer
Address:	2800 Central Avenue, Cheyenne, WY 82002
Telephone:	(307) 777-6718
Email:	Mandy.gershmel1@wyo.gov

5. Participating State/Entity Modifications or Additions to Master Agreement:

This Participating Addendum consists of two (2) pages, Attachment A consists of six (6) pages, the State of Utah State Cooperative Contract consists of seven hundred fifty pages (750) pages.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wyoming, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide

NASPO ValuePoint
PARTICIPATING ADDENDUM

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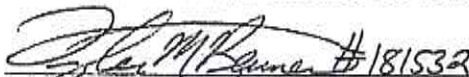
sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: Carahsoft Technology Corporation
Signature:	Signature: 
Name:	Name: Robert R. Moore
Title:	Title: Vice President
Date:	Date: 7/24/2018

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY:


Tyler M. Renner, Assistant Attorney General

6/15/18
Date

A&I Director

Dean Fausset

Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <u>Wyoming</u>	Contractor:
Signature: <u>[Signature]</u>	Signature:
Name: <u>Mandy Gershmel</u>	Name:
Title: <u>Buyer, A+I Procurement</u>	Title:
Date: <u>6/20/18</u>	Date:

ATTORNEY GENERAL APPROVAL AS TO FORM ONLY:

[Signature] #181532
Tyler M. Renner, Assistant Attorney General

6/15/18
Date

A&I Director

[Signature]
Dean Fausset

6-20-18
Date

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NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
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Attachment A Wyoming General Conditions

This Attachment A, Wyoming General Conditions, supplements and replaces terms and conditions contained in Utah WSCA-NASPO Master Participating Addendum – Number AR2472, dated October 14, 2016, and Participating Addendum for NASPO Valuepoint Cooperative Purchasing Program Cloud Solutions (collectively referred to as "Participating Addendum") entered into between Carahsoft Technology Corp. ("Contractor") and the State of Wyoming ("State"). In the event of any inconsistencies between the terms and conditions contained in the Participating Addendum and this Attachment A, the terms and conditions in this Attachment A shall control and shall supersede and replace the terms contained in the Participating Addendum.

The following General Conditions are made part of the Participating Addendum:

1. **Acceptance.** Contractor shall notify State if State's purchase order is not accepted by Contractor. Any items received by State and not rejected within thirty (30) days of the date of the invoice shall be deemed accepted by State.
2. **Partial Shipments.** Contractor will not make partial shipments of any Carahsoft Technology Corp. product on a single Carahsoft Technology Corp. order, unless authorized by State.
3. **General Provisions.**

A. Amendments. Any changes, modifications, revisions or amendments to this Participating Addendum which are mutually agreed upon by the parties to this Participating Addendum shall be incorporated by written instrument, executed by all parties to this Participating Addendum.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Participating Addendum as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment Prohibited and Participating Addendum Shall Not Be Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Participating Addendum without the prior written consent of the other party. The Contractor shall not use this Participating Addendum, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the State.

D. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to

Contractor's failure to comply with state or federal requirements. The State shall notify the Contractor of any state or federal determination of noncompliance.

E. Audit and Access to Records. The State and any of its representatives shall at a mutually agreeable time and location have access to any books, documents, papers, and records of the Contractor which are pertinent to this Participating Addendum. The Contractor shall, immediately upon receiving written instruction from the State, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Participating Addendum. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any reasonable audit authorized by the State.

F. Availability of Funds. Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Participating Addendum may be terminated by the State at the end of the period for which the funds are available. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

G. Award of Related Contracts. The State may undertake or award supplemental or successor contracts for work related to this Participating Addendum or may award contracts to other contractors for work related to this Participating Addendum. The Contractor shall cooperate fully with other contractors and the State in all such cases.

H. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Participating Addendum.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Participating Addendum shall be kept confidential by the Contractor unless written permission is granted by the State for its release. If and when Contractor receives a request for information subject to this Participating Addendum, the Contractor shall notify the State within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the State.

J. Extensions. Nothing in this Participating Addendum shall be interpreted or deemed to create an expectation that this Addendum will be extended beyond the term described herein. Any extension of this Participating Addendum shall be

initiated by the State, and shall be effective only after it is reduced to writing and executed by all parties to the Participating Addendum. Any Participating Addendum to extend this Participating Addendum shall include, but not necessarily be limited to: an unambiguous identification of the Participating Addendum being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Participating Addendum shall, unless explicitly delineated in the exception, remain as they were in the original Participating Addendum; and, if the duties of either party will be different during the extension than they were under the original Participating Addendum, a detailed description of those duties.

K. Force Majeure. Neither party shall be liable for failure to perform under this Participating Addendum if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents and employees, from any and all claims, suits, liabilities, court awards, damages, attorneys' fees and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, attorneys' fees and expenses arising out of Contractor's negligence or other tortious conduct.

M. Independent Contractor. The Participating Addendum shall function as an independent contractor for the purposes of this Addendum, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Participating Addendum. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Participating Addendum, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Participating Addendum. Nothing in this Participating Addendum shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the State, or to incur any obligation of any kind on behalf of the State of Wyoming or the State. The Participating Addendum agrees that no health or hospitalization benefits, workers' compensation, or similar benefits available to State of Wyoming employees will

inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Participating Addendum.

N. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Participating Addendum, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Participating Addendum. If the Contractor breaches or violates this warranty, the State may, at its discretion, terminate this Participating Addendum without liability to the State, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

O. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of sex, color, race, religion, national origin or disability in connection with the performance of this Participating Addendum.

P. Notices. All notices arising out of, or from, the provisions of this Participating Addendum shall be in writing and given to the parties at the address provided under this Participating Addendum, either by regular mail, email (mandy.gershmel1@wyo.gov and NASPO@carahsoft.com) or delivery in person.

Q. Notice of Sale or Transfer. The Contractor shall provide the State with notice of any proposed sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Participating Addendum and, when possible and lawful, in advance of the transaction. If the State determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Participating Addendum, then the State may, at its discretion, terminate or renegotiate the Participating Addendum.

R. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the State for any infringement or alleged infringement of such patent, trademark, copyright, license or other restrictions.

S. Prior Approval. This Participating Addendum shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Participating Addendum has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by

State of Wyoming & Carahsoft Technology Corp.

Attachment A

Wyoming General Conditions

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the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

T. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the State as the sponsoring State and shall not be released without prior written approval from the State.

U. Severability. Should any portion of this Participating Addendum be judicially determined to be illegal or unenforceable, the remainder of the Participating Addendum shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

V. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming expressly reserves sovereign immunity by entering into this Participating Addendum and specifically retains all immunities and defenses available to it as a sovereign. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Participating Addendum, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

W. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

X. Termination of Addendum. This Participating Addendum may be terminated, without cause, by the State upon thirty (30) days written notice. This Participating Addendum may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Participating Addendum except for those beneficiary rights allowable under this Participating Addendum.

Y. Third-Party Beneficiary Rights. Except for those third-party beneficiary rights allowable under this Participating Addendum, the parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Participating Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Participating Addendum shall operate only between the parties to this Participating Addendum, and shall inure solely to the benefit of the parties to this Participating Addendum. The provisions of this Participating Addendum are intended only to assist the parties in determining and performing their obligations under this Participating Addendum.

Z. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Participating Addendum.

AA. Waiver. The waiver of any breach of any term or condition in this Participating Addendum shall not be deemed a waiver of any prior or subsequent breach.

BB. Counterparts. This Participating Addendum may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Participating Addendum. Delivery by the Participating Addendum of an originally signed counterpart of this Participating Addendum by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the State.

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