

NASPO ValuePoint
PARTICIPATING ADDENDUM



Cloud solutions 2016-2026

Led by the State of Utah

Master Agreement #: AR3099

Contractor: **Ensono, LLC**

Participating Entity: **State of West Virginia**

The following products or services are included in this contract portfolio:

- Infrastructure as a Service as described in the attached Statement of Work.

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 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 education, political subdivisions and other entities authorized to use statewide contracts in the State of West Virginia. 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

Name:	Corky Allen
Address:	3333 Finley Road, Downers Grove, IL 60515
Telephone:	636.751.5656
Fax:	N/A
Email:	Corky.Allen@ensono.com

Participating Entity

Name:	Joshua D. Spence, CIO, West Virginia Office of Technology
Address:	State Capitol Complex Building 5, 10 th Floor, Charleston, WV 25305
Telephone:	304.558.8100
Fax:	N/A
Email:	joshua.d.spence@wv.gov

NASPO ValuePoint
PARTICIPATING ADDENDUM



Cloud solutions 2016-2026
Led by the State of Utah

5. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Additional Contract Terms. The following additional terms are added to the Contract.

i. PAYMENT - Payments for goods/services will be made in accordance with Vendor invoice in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

ii. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

iii. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

iv. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

v. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

NASPO ValuePoint
PARTICIPATING ADDENDUM



Cloud solutions 2016-2026
Led by the State of Utah

vi. **ISRAEL BOYCOTT:** Vendor understands and agrees that pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

vii. **NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of West Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide 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. **Order of Priority:** The Contract created by this Participating Addendum is comprised of the documents described below, and will be interpreted in the following order:

- a. This Participating Addendum – First Priority
- b. Statement of Work – Second Priority
- c. NASPO Master Agreement #AR3099: – Third Priority
- d. WV Business Associate Addendum - Fourth Priority
- e. IRS 1075 Addendum - Fifth Priority

8. **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.

NASPO ValuePoint
PARTICIPATING ADDENDUM



Cloud solutions 2016-2026

Led by the State of Utah

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

Participating Entity: wv office of Technology	Contractor: Ensono, LLC
Signature: DocuSigned by: <i>Joshua D. Spence</i> 51D03A13652649B...	Signature: DocuSigned by: <i>Chris Garcia</i> ABCEACA4CAB7451...
Name: Joshua D. Spence	Name: Chris Garcia
Title: Chief Information Officer	Title: VP, Deputy General Counsel
Date: 8/30/2022	Date: 8/24/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.