

NASPO ValuePoint

PARTICIPATING ADDENDUM



SOFTWARE VALUE ADDED RESELLER (SVAR) LED BY THE STATE OF ARIZONA

Master Agreement #: CTR060028

Contractor: SHI International Corp

Participating Entity: **STATE OF ALABAMA ("STATE")**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity ("PE") (collectively, the "Parties").

Scope and Participation:

1. Scope:

- ☒ This PA includes the entire scope of the products and services available through the Master Agreement ("MA") referenced above.
- ☐ This PA includes the entire scope of the products and services available through the MA referenced above, except the following:

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other PA or the MA itself.

2. Participation: This PA covers participation of PE in the above-referenced MA between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (CPO).

3. Term:

- ☒ This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the MA, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.
- ☐ This PA shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the PA exceed the term of the MA, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

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CONTRACTOR:

Name:	SHI International Corp.
Address:	290 Davidson Ave
Telephone:	732-584-8227
Fax:	
Email:	Naspo_svar@shi.com

PARTICIPATING ENTITY:

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Ste 192, Montgomery, AL 36130
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

5. PE Modifications and Additions to the MA

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between PE and Contractor and shall not amend or affect other PA or the MA itself.

- ☐ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor.
- ☒ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor, **subject to the following limitations, modifications, and additions:**

a. Mutually Exclusive Categories:

The checked boxes below indicate software publisher categories that the State will allow Contractor to offer. The checked categories are subject to the State providing notice, at its sole discretion and determination, to Contractor that Contractor may not provide a Publisher or product for offer to any one or more contract users.

- ☒ Category 1 – General Software
- ☒ Category 2 – Microsoft-only software
- ☐ Category 3 – Oracle-only software

b. Mandatory Source:

For the supplies and services which Contractor provides through this contract, State agencies must purchase through this contract and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions and shall not preclude Purchasing Entities from purchasing through other

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NASPO Software Value Added Reseller cooperative contracts with active State of Alabama participating addenda. Political subdivisions, local government agencies, and public educational institutions may purchase products or services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.

c. Access to Products and Services Require State CIO Approval:

State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases. Depending upon the architecture of any particular implementation at such executive branch agencies, approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at <https://oit.alabama.gov/governance-library/> and which may be subject to change at OIT's discretion.

Contractor will provide, within 10 business days prior to issuance of a quote or purchase order, email notice to PE Primary Contact and contracts@oit.alabama.gov of any State contract user making an inquiry or request to Contractor for Contractor to negotiate with the purpose of adding to the online catalog: (a) a new (no previous established with Contractor-Publisher) Publisher relationship and corresponding products or services or (b) an existing Publisher for a new product or service. Contractor may offer the (a) or (b) addition to State contract users upon State providing written approval, which may be revoked by State CPO or CIO at any time.

d. Shared Notices:

During the life of this contract, Contractor will provide to the PE Primary Contact email in Section 4 and to contracts@oit.alabama.gov an email, at the same time such action occurs, of all notices or communications produced for or delivered to the Lead State Contract Administrator (LSCA).

e. Multiple SVAR contractors:

Contractor understands and acknowledges that the State intends to pursue and contract with multiple SVAR contractors. Where applicable or deemed advantageous to the State, the State at its sole determination, may designate, to one or any number of contractors having first an executed State PA, a particular Category or Publisher or product that Contractor will then serve as its sole or limited Reseller for enrollment, subscription, licensing, maintenance, or support agreements and for a defined or continuous basis. If a Contractor is limited from offering any of the above, the State will notify the Contractor.

f. Choice of Law, Venue:

This PA and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

g. Immigration:

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By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of enrollment in the E-verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of **notification will result in the rejection** of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

h. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

i. Dispute Resolution:

In the event of any dispute between the parties arising from this PA and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor's sole remedy is the filing of a claim with the Alabama State Board of Adjustment. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

j. Conflict of Law:

If any provision of this PA shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the PA shall be deemed null and void.

k. No Indemnification:

Contractor acknowledges and agrees that, under the terms of this PA and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

l. Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

m. Not to Constitute a Debt to the State:

The terms and commitments contained in this MA shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office ReCompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

o. Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the MA number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov and contracts@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and MA number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

p. Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

q. Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

r. Non-appropriation of funds:

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

s. Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

t. State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

u. Vendor Management Program:

The Office of Information Technology ("OIT") operates an OIT vendor management program for certain vendors. Contractor will participate in the vendor management program upon invitation by OIT, which may be made or adjusted by OIT in its sole and absolute discretion. In such event, Contractor's participation will be subject to a mutually agreed written amendment to this Addendum describing the program and the parties' obligations associated with the program.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in PE's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the MA.
7. Orders: Any order placed by PE or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the MA unless the parties to the order agree in writing that another contract or agreement applies to the order.

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 IN WITNESS WHEREOF, the Parties have executed this PA.
PARTICIPATING ENTITY**CONTRACTOR**

Signature:	Signature: DocuSigned by: <i>Kristina Mann</i> EA418E789F09404...
Name: Christine Cook	Name: Kristina Mann
Title: Chief Procurement Officer	Title: Sr. Manager-Contracts
Date:	Date: 3/16/2023

For questions regarding NASPO ValuePoint PA, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint PA must be submitted via email in PDF format to pa@naspovaluepoint.org.