

NASPO ValuePoint

PARTICIPATING ADDENDUM



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

Master Agreement #: CTR060028

Contractor: SHI

Participating Entity: **STATE OF MISSOURI**

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

Scope and Participation:

1. Scope:

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

- *State agencies governed by Chapter 34 RSMo. shall be specifically prohibited from acquiring software and related services under the contract for the following software manufacturers, as the State of Missouri currently has a mandatory contract in place for the acquisition of the software and related services for these software manufacturers (PC Prime Vendor Services contract):*
 - *Adaptive Protocols;*
 - *Adobe;*
 - *Advanced Software Products Group, Inc.;*
 - *Bomgar;*
 - *Citrix Software;*
 - *Crowdstrike;*
 - *FireEye;*
 - *IBM;*
 - *Ivanti;*
 - *Lakeside;*
 - *McAfee;*
 - *Microsoft;*
 - *Parallels;*
 - *RSA;*
 - *VMware;*
 - *SAP;*
 - *SDI USA Inc.;*
 - *Symantec; and*
 - *Red Hat.*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

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2. Participation: Use of specific NASPO ValuePoint cooperative contracts by the state agencies governed by RSMo. Chapter 34, political subdivisions, and universities authorized by Missouri's statutes to use state contracts are approved by the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.
- a. A separate State of Missouri cooperative contract must be established by the Division of Purchasing before state agencies governed by RSMo. Chapter 34 may procure items available through the NASPO ValuePoint SVAR contract.
3. Term:
- ☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- ☐ This Participating Addendum 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 Participating Addendum exceed the term of the Master Agreement, as amended.
4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	David Rounds
Address:	290 Davidson Avenue Somerset NJ 08873
Telephone:	(512)413-3714
Fax:	
Email:	David_Rounds@shi.com

PARTICIPATING ENTITY:

Name:	Kelsey Huwe
Address:	301 W. High St., Rm. 630, Jefferson City, MO 65102
Telephone:	573-522-1308
Fax:	
Email:	kelsey.huwe@oa.mo.gov

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Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- a. For informational purposes, the contractor is requested to complete Exhibit A regarding the contractor's economic impact to the State of Missouri.
- b. Missouri Statewide Contract Quarterly Administrative Fee:

The Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply for all amounts invoiced (minus returns and credits) by the Contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The Contractor shall pay the administrative fee for each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total for all amounts invoiced (minus returns and credits) by the Contractor during the calendar quarter as reported on the Contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the second month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The Contractor's payment by check shall authorize the State of Missouri to process the check electronically. The Contractor understands and agrees that any returned check from the Contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number (or PA number and vendor name if no State of Missouri contract number has been assigned) on any check or

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transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the Contractor for each contract.

c. Missouri Statewide Contract Quarterly Administrative Fee Report:

The Contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total amounts invoiced (minus returns and credits) by the Contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract as reported during the applicable calendar quarter

The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the Contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the second month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail:
Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
Fax: (573) 526-9815

Email: ereports@oa.mo.gov

The Contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The Contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the Contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract

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Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee so long as such modifications are reasonable. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the Contractor shall comply with all contractual terms, as amended. If and to the extent the contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

d. **Missouri Statewide Contract Quarterly Usage Report:**

The Contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the Contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the Contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product Description	Description of product purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to Contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract (if available).
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

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The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the amounts invoiced (minus credits and returns), under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the second month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no purchases were made.

The Contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The Contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The Contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the Contractor. The Contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the Contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report so long as the timing for submission of such report is equal to or exceeds the one stated under this PA. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the Contractor shall comply with all contractual terms, as amended. If and to the extent the Contractor agrees, any such modifications shall be set forth in a formal written contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: **"Reserved"**

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject

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to the pricing 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 the order.

8. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR060028 and State of Missouri Contract Number (if assigned/if not assigned use the PA number) (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. During Contract performance, the contractor shall identify and make available to state agencies governed by RSMo Chapter 34, political subdivisions, and universities of the State of Missouri upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of the contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).
9. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the appropriate State of Missouri contract number associated with the manufacturer or dealer providing the product or service and the Lead State master price agreement number: CTR060028.
10. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number CTR060028 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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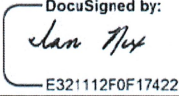


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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY: State of Missouri

CONTRACTOR

Signature: 	Signature: 
Name: Karen Boeger	Name: Ian Nix
Title: Director of the Division of Purchasing	Title: Manager - Contracts
Date: 11-3-2023	Date: 10/3/2023

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

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

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3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

SHI will provide significant economic impact to the State of Missouri as a result of providing the required services under the contract. In fact, SHI has grown the Public Sector and Commercial business in the State of Missouri to a revenue exceeding \$106M+ in 2021.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

- Conference Technologies, Inc.
- CSI Computers and Structures, Inc.
- Elliott Data Systems, Inc.
- Midmotelecom
- Midwest Card & ID Solutions Communitronics

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

SHI has sought out partnerships with Missouri's sheltered workshops across the state. Our team has spoken to leaders from St. Louis, Kansas City, Columbia, Jefferson City and elsewhere to brainstorm ways in which sheltered workshops can support our efforts in serving the PC Prime Vendor contract. We are optimistic about our ability to partner should SHI be the successful bidder, thereby further benefitting the state of Missouri.

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6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:
