

# **PARTICIPATING ADDENDUM, PA 6454 (“ADDENDUM”)**

to the

## **STATE OF ARIZONA**

on behalf of the

### **MEMBER STATES OF THE NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**

### **SOFTWARE VALUE ADDED RESELLER (SVAR) SERVICES**

MASTER AGREEMENT No. ADSP016-130651

with

SHI, Inc. (hereinafter “IT SVAR”)

Between IT SVAR

and

The State of Oregon, acting by and through the Department of Administrative Services,  
Procurement Services (hereinafter “Participating State”)

## **SECTION 1: SCOPE AND ORDER OF PRECEDENCE**

This Addendum covers the *Master Agreement for Software Value Added Reseller (SVAR) Services* led by the State of Arizona 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.

This Addendum establishes an agreement to agree between IT SVAR and Participating State pursuant to ORS 279B.140 for the acquisition of Commercial Off The Shelf Software (“COTS”) (collectively referred to as “Goods”) and limited services related to the Goods, including **only**: installation services, training and software maintenance (“Related Services”). The goods and services offered under the Master Agreement, as may be amended from time to time (the Master Agreement and amendment(s) to the Master Agreement are referred to herein as “Master Agreement”) may be procured under this Addendum subject to the following limitations and guidelines:

- 1.1** This Addendum is intended for the acquisition of COTS software, only, and is not intended for implementation of systems or custom built solutions.
- 1.2** This Addendum is not intended for the acquisition of Cloud software, and Authorized Purchaser may not acquire Cloud software under this Addendum. To the extent any

particular Good includes a Cloud component, the Good must be capable of prohibiting use of the Cloud functions.

**1.3 State Specific Terms and Conditions.** This Addendum contains additional terms and conditions specifically applicable to individual Contracts between IT SVAR and Purchasing Entities or Authorized Purchasers, as set forth in Exhibit A.

**1.4 Order of Precedence.** In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the following order of precedence applies:

- this Addendum, less its exhibits;
- Exhibit A of the Addendum (State Specific Terms and Conditions);
- Exhibit C, insurance certificate;
- Exhibit B Sample Vendor Collected Administrative Fee (VCAF) Report;
- A Contract issued by an Authorized Purchaser pursuant to this Addendum; and
- the Master Agreement, including its attachments.

## SECTION 2: PARTICIPATION

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

## SECTION 3: PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

Attached hereto as Exhibit A are the State Specific Terms and Conditions. (These modifications or additions apply only to actions and relationships within the state of Oregon.)

## SECTION 4: PRIMARY CONTACTS

The primary contact individuals for this Addendum are as follows (or their named successors):

### 4.1 IT SVAR:

Name	Alison Turner
Address	290 Davidson Avenue
	Somerset, NJ 08873
Telephone	(425) 974-5997
E-mail	<a href="mailto:alison_turner@shi.com">alison_turner@shi.com</a>

#### 4.2 Lead State and Contract Administrator

Name	Charlotte Righetti
Address	100 North 15 <sup>th</sup> Ave, Suite 201
	Phoenix, AZ 85007
Telephone	(602) 542-9127
E-mail	<a href="mailto:charlotte.righetti@azdoa.gov">charlotte.righetti@azdoa.gov</a>

#### 4.3 State of Oregon Contract Administrator:

Name	Toby Giddings
Address	1225 Ferry Street SE, U140
	Salem, OR 97301
Telephone	(503) 378-5345
E-mail	<a href="mailto:toby.giddings@oregon.gov">toby.giddings@oregon.gov</a>

### SECTION 5: SUBCONTRACTORS

All IT SVAR dealers and resellers authorized in the State of Oregon, as shown on the IT SVAR's dedicated (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The IT SVAR's dealer's or reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

### SECTION 6: NOT EXCLUSIVE

This Participating Addendum is not exclusive. Participating State is free to enter into contracts with other providers of the products and services.

However, the State of Oregon has elected to award a single Addendum resulting from the Arizona led NASPO ValuePoint RFP ADSPO16-00005829 to IT SVAR. IT SVAR shall serve as IT SVAR for the State of Oregon.

### SECTION 7: SELECTION AND ORDERING PROCESS

#### 7.1 SOFTWARE LICENSES

Prior to accepting a Purchase Order for any Goods, IT SVAR shall ensure either:

- An enterprise license agreement is in place between the State and the publisher that covers the applicable purchase, or
- A license agreement is in place between the Authorized Purchaser and the publisher that covers the applicable purchase.

If a license agreement or enterprise license agreement is not in place, IT SVAR shall assist the State or Authorized Purchaser to establish a license agreement or enterprise license agreement prior to the acceptance of a Purchase Order for software. For State Agency Authorized Purchasers, License Agreement(s) are subject to legal sufficiency review and approval.

## 7.2 APPROVAL AND SELECTION PROCESS

### 7.2.1 IT Review And Approval

Authorized Purchasers must obtain and document all required approvals prior to placing an order. Authorized Purchasers that are state entities under the authority of the Office of the State Chief Information Officer (“OSCIO”) must ensure all OSCIO requirements (e.g. IRR, Stage Gate, Cloud Workbook, etc.) are complete prior to any acquisition under IT SVAR price agreement.

### 7.2.2 Determine The Publisher/Product

Purchases over \$10,000 require either a documented brand name justification or the completion of a best value analysis (renewals, maintenance and support, or purchasing additional licenses of owned software does not require a brand name justification or a best value analysis).

**7.2.2.1 Brand Name Justification:** Complete a Brand Name Justification in accordance with applicable statutes and rules.

**7.2.2.2 Best Value Analysis:** Submit the minimum specifications of the Authorized Purchaser’s need to the IT SVAR requesting quote(s) for all available Goods options. IT SVAR shall deliver the quotes for all available options to Authorized Purchaser. Authorized Purchaser shall determine which Good offers the best value to Authorized Purchaser based on, but not limited to, a comparison of the following criteria:

- Price
- Availability
- Past performance
- Compatibility
- Other considerations

### 7.2.3 Determine License Needs

Ensure an acceptable License Agreement is in place prior to purchase. Check the DAS software license agreement site to see if one exists. If not, Authorized Purchaser may have the SVAR assist in establishing an acceptable License agreement prior to purchase. Work with DASPS if Authorized Purchaser feels that there needs to be a master license in place.

### 7.2.4 Issue Purchase Order

Submit the purchase order referencing the quote and using the following mandatory purchase order language.

THIS PURCHASE IS PLACED AGAINST THE STATE OF ARIZONA MASTER AGREEMENT NO. ADSP116-130651 THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. 6454 AND THEIR TERMS AND CONDITIONS APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

#### **7.2.5 DOCUMENT FILE**

Include in the Authorized Purchaser procurement file any applicable brand name justification, best value analysis, license agreement, or reference to existing license agreement.

#### **7.3 SMALL PURCHASES: Purchases under \$10,000**

Authorized Purchaser may select the manufacturer of its choice in compliance with applicable statute and rule.

### **SECTION 8: ORDERS**

Any Order placed by an Authorized Purchaser 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.

### **SECTION 9: CERTIFICATIONS**

The undersigned certifies under penalty of perjury both individually and on behalf of IT SVAR that:

- The undersigned is a duly authorized representative of IT SVAR, has been authorized by IT SVAR to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of IT SVAR; and
- The undersigned is authorized to act on behalf of IT SVAR and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Effective Date of this Addendum, IT SVAR is not in violation of and has faithfully complied with: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, to IT SVAR's property, operations, receipts, or income, or to IT SVAR's performance of or compensation for any work performed by IT SVAR; (iii) any tax provisions imposed by a political subdivision of this state that applied to IT SVAR, or to goods, services, or property, whether tangible or intangible, provided by IT SVAR; and (iv)

any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; ; and

- To the best of the undersigned’s knowledge, IT SVAR has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts; and
- IT SVAR and IT SVAR’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and
- IT SVAR is bound by and will comply with all requirements, terms and conditions contained in this Addendum; and
- IT SVAR \_\_\_ is / \_\_\_ is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one).

## SECTION 10: SIGNATURES

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

### SHI International Corp.

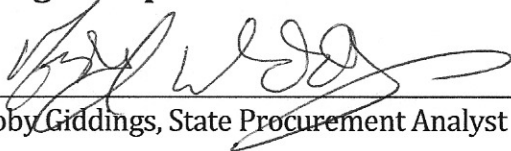


\_\_\_\_\_  
Natalie Slowik, Senior Manager - Contracts & RFPS

10/10/16

\_\_\_\_\_  
Date

### Oregon Department of Administrative Services – Procurement Services



\_\_\_\_\_  
Toby Giddings, State Procurement Analyst

10/10/16

\_\_\_\_\_  
Date

### Oregon Department of Justice – Approved

*approved via email dated*

\_\_\_\_\_  
Karen Johnson, Assistant Attorney General

10/7/16

\_\_\_\_\_  
Date