

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
SHI International Corp.
Master Agreement No: ADSPO16-130651
(hereinafter "Contractor")

And

[State of Alabama]
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona 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: 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.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/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.

See Attachment A

4. Lease Agreements: **Reserved**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Nick Grappone
Address	290 Davidson Avenue, Somerset, NJ 08873
Telephone	732-564-8189
Fax	
E-mail	Nick_grappone@shi.com

Participating Entity

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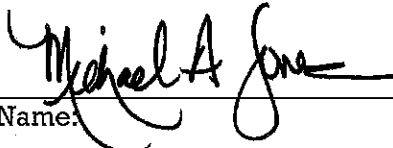
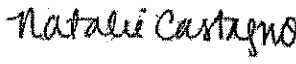
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Name	Jennifer Loretz, Buyer
Address	100 N. Union St., Ste 192, Montgomery, AL 36130
Telephone	334-242-7250
Fax	334-242-4419
E-mail	Jennifer.Loretz@purchasing.alabama.gov

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of *Alabama*, as shown on the dedicated **SHI International Corp.** (cooperative contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The **SHI International Corp.** dealer's 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 State: ALABAMA	Contractor: SHI International Corp.
Signature: 	Signature: 
Name: Michael A. Jones	Name: Natalie Castagno
Title: State Purchasing Director	Title: Director of Response Team
Date: 9/14/17	Date: 9/13/17

[Additional signatures as required by Participating State]

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint
Cooperative Development Coordinator
Telephone
Email

Ted Fosket
(907) 723-3360
tfosket@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**

ATTACHMENT A
PARTICIPATING ADDENDUM

For: The State of Alabama
Under the NASPO ValuePoint Master Agreement
Software VAR, SHI International Corp.

Administrative Fee:

Contract vendors are required to pay the State an administrative fee for all sales made under this contract. This fee will be ONE percent (1.0%) of the total dollar amount of sales. The contract vendor is required to submit electronic documentation of all sales made during a reporting month. The fee and reporting must be submitted each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. This information must be submitted as outlined below:

Utilization Reports – Monthly

A report is due even when there is no sales activity. The reports shall be sent electronically to: telecom.admin@isd.alabama.gov.

The report shall include the following data:

1. Contract Number (State Master Agreement number)
2. Reporting Month and Year
3. Agency or local government entity
4. Product(s) purchased
5. Sales grand totals for reporting month
6. The Administrative Fee Dollar amount for reporting month

Fee Submission – Monthly

The remittance is to be identified by the contract number and reporting month. A copy of utilization report should also be submitted with the fee payment. Remittance is to be made payable to the “State of Alabama, Department of Finance” and sent to the following address:

Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL 36130-0658

SPECIAL TERMS AND CONDITIONS

The State of Alabama desires to adjoin for all software manufacturers awarded to SHI International Corporation as part of the NASPO ValuePoint Master Agreement.

Mandatory Source:

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Choice of Law, Venue:

This contract will be governed by the laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement 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.

Contract Length:

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Vendor Subscription:

Contract vendor must be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Alabama Immigration Law:

Contract vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491. See page 4 of Attachment A.

Disclosure Statement:

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.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Non-appropriation of funds:

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.

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.