



**PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)**

Led by the State of **Hawaii**

State of Idaho Participating Addendum PADD20221084

Master Agreement #: 19-19-05

Contractor: **CIVIC INITIATIVES, LLC**

Participating Entity: **STATE OF IDAHO**

The following services are included in this contract portfolio:

- *All services listed on the Contractor page of the NASPO ValuePoint website, subject to the limitations in Section 2, Participation.*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Procurement of Acquisition Support Services (PASS)* led by the State of *Hawaii* 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 institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho as further detailed below. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

For Agencies, as defined in Idaho Code section 67-9203(3), the following apply:

- A. Use of this Participating Addendum is limited to those circumstances that would be eligible for the Professional Services exemption provided in IDAPA 38.05.01.044.; and
- B. This Participating Addendum cannot be used to procure services that are available through another Open Contract (67-9203(10)).

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

Contractor

Name:	Dustin Lanier
Address:	7000 N Mopac, Ste 200 Austin TX 78731
Telephone:	512-523-4834
Fax:	512-351-4644
Email:	dlanier@civicinitiatives.com



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Participating Entity

Name:	Quinn Shea
Address:	650 West State Street, Boise, ID 83702-0075
Telephone:	208-332-1609
Fax:	208-327-7320
Email:	Quinn.Shea@adm.idaho.gov

4. 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.

4.1 Term. This Participating Addendum will be effective on the date of the last signature below and continue through June 5, 2022, unless extended, renewed, or terminated earlier.

4.2 Amendments. Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the scope of work or pricing, will automatically be incorporated in this PA unless the Participating State elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated into this PA.

4.3 Governing Law. Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or enforceable by a court, the remaining terms of this PA shall remain in full force and effect. Except to the extend the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

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- 4.4 Idaho Administrative Fee and Quarterly Usage Report. A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PA by any state or public agency in Idaho. The Contractor may raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to 1.25% of the Contractor's net (sales minus credits) quarterly sales made under the PA. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Master Agreement.

<u>Reporting Timeline (Fiscal Year Quarters):</u>	<u>Fee Report Due:</u>
1 st Quarter: July 1 – September 30	October 31 st
2 nd Quarter: October 1 – December 31	January 31 st
3 rd Quarter: January 1 – March 31	April 30 th
4 th Quarter: April 1 – June 30	July 31 st

Contractor must furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports. Contract must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter) and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County, and "other") as provided on the Form.

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. **Mail your check, in the amount of the Quarterly Administrative Fee, to:**

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- 4.5 Assignment. Contractor shall not assign this PA or its rights, obligations, or an other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (Idaho Code section 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including Idaho Code 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payments to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which



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assigned payments should be made. The state may treat violation of the clause as an event of default.

- 4.6 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Idaho*, 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.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a 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.



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

Participating Entity: State of Idaho Division of Purchasing	Contractor: Civic Initiatives, LLC
Signature: <i>Valerie Bollinger</i>	Signature: <i>Dustin Lanier</i>
Name: Valerie Bollinger	Name: Dustin Lanier
Title: Administrator	Title: Founder/Principal Consultant
Date: 1/19/22	Date: January 14, 2022

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