1. SCOPE**:** This engagement addendum covers the use of the Data Communications Products and Services Contract lead by the State of Utah for a specific entity/application under the cited Participating Addendum for the state in which the using agency/entity is located.
2. The validity of this Engagement Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Engagement Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General’s General Conditions, which is made a part of this Engagement Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Engagement Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
3. INDIVIDUAL CUSTOMER:  The individual state agency and political subdivision executing this Engagement Addendum will be treated as if they are an Individual Customer.  Except to the extent modified below, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement and the Participating Addendum; 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.
4. DESCRIPTION OF ENGAGEMENT:

**[Attached Service Level Agreement to this document.]**

1. ENGAGING STATE/ENTITY MODIFICATIONS OR ADDITIONS – THESE APPLY ONLY TO THE SPECIFIC USE OF THE DATA COMMUNICATION PRODUCTS AND SERVICES CONTRACT AUTHORIZED BY THIS ENGAGEMENT AGREEMENT: (These modifications or additions apply only to actions and relationships within the Participating Entity.)

**[Replace this with specific changes or a statement that No Changes Are Required]**

1. PRIMARY CONTACTS: The primary contact individuals for this engagement addendum are as follows (or their named successors):

|  |
| --- |
| Lead State |
| Name | Solomon Kingston |
| Address | State of Utah Division of PurchasingCapitol Hill3150 State Office BuildingSalt Lake City, UT 84114 |
| Telephone | 801-957-7142 |
| Fax |  |
| E-mail | skingston@utah.gov |

|  |
| --- |
| Contractor or its fulfillment partner |
| Company Name | [insert] |
| Name | [insert] |
| Address | [insert] |
| Telephone | [insert] |
| Fax | [insert] |
| E-mail | [insert] |

|  |
| --- |
| Participating Entity |
| Name | [insert] |
| Address | [insert] |
| Telephone | [insert] |
| Fax | [insert] |
| E-mail | [insert] |

|  |
| --- |
| Engaging Entity |
| Name | [insert] |
| Address | [insert] |
| Telephone | [insert] |
| Fax | [insert] |
| E-mail | [insert] |

|  |
| --- |
| Engaging Entity Billing Contact Information |
| Name  | [insert] |
| Address | [insert] |
| Telephone | [insert] |
| Fax | [insert] |
| E-mail | [insert] |

1. Fulfillment Partner: The Contractor may use its fulfillment partner; however, the Contractor will be responsible for any agreements with the fulfillment partner. The Using Agency/Entity is not agreeing to and is not responsible for any terms and conditions with a fulfillment partner.
2. PURCHASE ORDER INSTRUCTIONS: The form of “engagement” and required information on the invoice related to services provided under the Master Price Agreement have been determined by NASPO VALUEPOINT and agreed to by the Contractor. Any additional information requirements should be detailed in Paragraph D (above).
3. PRICE AGREEMENT NUMBER: All purchase orders issued by purchasing entities within the jurisdiction of this engagement addendum shall include the Participating State contract number:

SPO Price List Contract No. 20-11, the Engagement Addendum number and the Lead State price agreement number [input Master Agreement Number of AUTHORIZED CONTRACTOR].

This Engagement Addendum, the cited Participating Addendum and the Master Price Agreement number [input Master Agreement Number of AUTHORIZED CONTRACTOR]. (administered by the State of Utah) 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

|  |  |
| --- | --- |
| **Contractor or its Fulfillment Partner: [input authorized contractor name]** | **Using Agency/Entity Individual with Authority to Execute Contracts:** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

***This statement of work constitutes the minimum information that needs to be provided to begin a requested Data Communication Products and Services Engagement. Additional information may be provided by the client or requested by the supplying Contractor or its Fulfillment Partner.***

**NAME OF CONTRACTOR:** *[Insert name of contractor from whom the SLA estimate is being requested]*

**SECTION I: Project Background**

**1. TERM OF SERVICE LEVEL AGREEMENT**

*The term of this Service Level Agreement shall commence upon execution of this Engagement Addendum and continue for [state time period] (“the Term”).*

**2. OBJECTIVE**

*Include description on the objective and general scope of the project and the services to be provided.*

**3. USING AGENCY/ENTITY PROJECT COORDINATORS (NAME, JOB TITLE, PHONE, EMAIL)**

[input]

**4. CONTRACTOR RESOURCES**

*Supplied by the Contractor. List the Key Person(s) who will perform the Service (or the specific sub-tasks set forth in this Work Statement and any specialized server, storage, or other resources that may be required and provided by the vendor.*

**SETION II: Service**

**4. TECHNICAL SERVICE LEVEL PERFORMANCE PROMISES (i.e. metrics for performance and intervals for measure)**

*Provide a detailed description of technical specifications, deliverable schedule and measurable performance standards for all services and deliverables to be provided to the Client. Include due dates, project benchmarks, etc.*

**5. DESCRIPTION OF SERVICE QUALITY**

*Specify reliability metrics and uptime requirements, and any other services, environments, or monitoring that may be required for optimal deployment.*

**6. IDENTIFICATION OF ROLES AND RESPONSIBILITIES**

[input]

**7. REMEDIES (i.e. credits)**

[input]

**8. EXPLANATION OF HOW REMEDIES OR CREDITS ARE CALCUALTED AND ISSUED**

[input]

**9. PRICE SCHEDULES AND FEES**

*Specify recurring and non-recurring costs for the project and identify service cost options that are least cost for the Using Agency/Entity but meet the project requirements.*

SIGNATURES AS REQURIED BY EITHER USING AGENCY/ENTITY OR CONTRACTOR