

**PARTICIPATING ADDENDUM**

*(hereinafter "Addendum")*

For

**NASPO VALUEPOINT TRAINING SERVICES: INSTRUCTION,  
COURSE CUSTOMIZATION & DEVELOPMENT  
MASTER AGREEMENT NO. E194-73092-MA2188**

*(hereinafter "Master Agreement")*

Between

TwentyEighty Strategy Execution, Inc.

*(hereinafter "Contractor")*

and

State of Hawaii

*(hereinafter "Participating State")*

**State of Hawaii, State Procurement Office (SPO) Price List Contact No. 17-09**

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number E194-73092-MA2188 with TwentyEighty Strategy Execution, Inc.

1. Scope:

This addendum covers NASPO ValuePoint Training Services: Instruction, Course Customization & Development lead by the State of Virginia for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

1.1 Training Services Within Scope

Services shall be limited to training instruction, course customization, and course development for public procurement professionals. Contractor services are limited to teach, educate, or instruct in subject areas of procurement, business skill, and project management. Contractor shall not provide coaching or consulting services. Refer to the chart below as to what does or does not apply.

<b>Applies</b>	<b>Does <u>Not</u> Apply</b>	
<b>Trainer</b>	<b>Coach</b>	<b>Consultant</b>
Teaches, educates, instructs <b>only</b>	Empowers, enhances already learned skills, advises, plans, counsels	Provide solution to client problems; advises, plans, consults
Limited personal interaction; talks to audience, structured approach	Contract pays for personal interaction; talks with clients – listens and assists with coming up with a solution; customized for the individual	Contract pays for personal interaction; customized to assist with resolving clients' issues/problems
Does not go beyond transferring specific information/skills	Individualized/customized guidance to help make decisions and fulfill potential	Analyzes problem and suggest/advises/proposes/ implements a course of action to resolve the problem or achieve desired goals.

2. Responsibility of Contractor:

The Contractor has the overall responsibility to ensure the information provided is within the State of Hawaii statutes and administrative rules pursuant to HRS 103(D) and HRS103 (F). Contractor is responsible to recognize any conflict between statutes/rules and training not specific to Hawaii Procurement Code. If the Contractor fails to deliver or perform in accordance with the stated statutes and administrative rules, the State will hold the Contractor responsible for having exhibited an inability or unwillingness to fulfill contractual requirements.

3. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

4. Changes:

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name	Unit of Measure
Date of Purchase	Item No. Part Number (if applicable)
Product/Service Description	MSRP List Price
Quantity	NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this 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 Addendum, can be found at <http://spo.hawaii.gov/wp->

[content/uploads/2014/02/103D-General-Conditions.pdf](#). Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
  - 1. Chapter 237, General Excise Tax Law;
  - 2. Chapter 383, Hawaii Employment Security Law;
  - 3. Chapter 386, Workers' Compensation;
  - 4. Chapter 392, Temporary Disability Insurance;
  - 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

5. Licensing:

Offerors (Bidders) and Contractors must be properly licensed and capable of performing the Work as described in the RFP (IFB), at the time of submission of the Proposal (Bid), in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

6. Lease Agreements:

Leasing is not authorized by this Addendum.

7. Primary Contact:

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

Participating State

Name: Lori Cervantes  
Address: State Procurement Office  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
Telephone: (808) 587-3355  
Fax: (808) 586-0570  
E-Mail: [lori.m.cervantes@hawaii.gov](mailto:lori.m.cervantes@hawaii.gov)

Contractor

Name: Jeanne Fuchs  
Address: 4301 N Fairfax Drive, Suite 700  
Arlington, VA 22203  
Telephone: (703) 558-3008  
Fax: (703) 558-3001  
E-Mail: [jeanne.fuchs@strategyex.com](mailto:jeanne.fuchs@strategyex.com)

8. Subcontractors:

Subcontractors are allowed under this Addendum. No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontractor shall under any circumstances relieve the Contractor of their obligations and liability under this contract with the State.

10. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. 17-09 and the NASPO ValuePoint Master Agreement Number E194-73092-MA2188.

- Purchase Orders and Payments shall be made to TwentyEighty Strategy Execution, Inc. or authorized subcontractors if any.

11. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

12. Entire Contract:

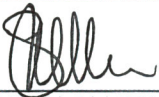

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, 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, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or another document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

13. Pre-Existing Intellectual Property (IP)

Pursuant to Item 26 Ownership Rights and Copyright of the Attorney General's General Conditions, this Item does not apply to Contractor's Pre-Existing IP whether protected by copyright or not. Contractor retains all rights and interest in and to Contractor's Pre-Existing IP and any derivatives thereof. Contractor grants to Participating Entities a non-exclusive, non-transferrable, royalty-free, worldwide license during the Term of this Agreement to utilize the Contractor's Pre-Existing IP solely for internal business use. Such restriction shall not apply to updates developed for previously existing state/county training and new training developed by the Contractor specifically for the participating agency. Any and all materials provided for the updates and the newly created participating agency webinars and training can be freely distributed, altered, reproduced and used to create derivative works by participating agencies or its employees and/or agents.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: TwentyEighty Strategy Execution, Inc.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: Jeanne Fuchs
Title: Administrator, SPO	Title: Director of Government Sales
Date: 11/23/18	Date: 8-22-18

APPROVED AS TO FORM:



Deputy Attorney General

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
OFFICE OF THE ATTORNEY GENERAL

18 OCT 15 11:00 AM