



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

October 4, 2014

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK
DEPUTY DIRECTOR, GOVERNMENT SUPPORT SERVICES
302-857-4503

SUBJECT: **AWARD NOTICE – Addendum #1 – Effective September 30, 2016**
CONTRACT NO. GSS13692-EPROCUREMENT
EPROCUREMENT SERVICES

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KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a three (3) year period from August 22, 2014 through August 21, 2017. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDOR

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SciQuest, Inc.
3020 Carrington Mill Blvd, Suite 100
Morrisville, NC 27560

FSF # 0000220909

POC: Tom Grimes, Account Executive, Public East Sector
Email: tgrimes@SciQuest.com
Phone: 216-905-8051

Addendum No. 1 updates the SciQuest point of contact, and includes the executed Amendment to the original agreement, effective September 30, 2016. To review the Amendment, please refer to item #16. Below.

4. SOLUTION INSTALLATION AND DELIVERY

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The eProcurement Services solution including, but not limited to, a P-card marketplace and reporting, shall be implemented over time and be consistent with the contract Scope of Work and Order Form executed.

5. PRICING

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Pricing shall remain firm for the initial term of the contract. Subscription licensing shall be paid annually and implementation pricing will be paid in compliance with benchmarks as identified in the project Scope of Work.

For additional information, please contact the designated contract official.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number, GSS13692-EPROCUREMENT, on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

11. REQUIREMENTS

The State of Delaware Office of Management and Budget, Government Support Services has contracted with the awarded Vendor to provide an e-procurement solution which will create an electronic marketplace, portal to make purchases and report activities executed through the managed solution.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.



AMENDMENT
by and between SciQuest, Inc. and
The State of Delaware, Office of Management and Budget, Government Support Services

1. Original Agreement. Under a Professional Services Agreement ("PSA") dated August 22, 2014, between SciQuest, Inc. and the State of Delaware, Office of Management and Budget, Government Support Services, as amended (collectively, the "SaaS Agreement"), each of SciQuest, Inc. ("SciQuest") and the State of Delaware, Office of Management and Budget, Government Support Services ("GSS") agreed to terms for the license by SciQuest to the Client of certain SciQuest Applications.

2. Amendments. The parties hereto hereby agree to amend the Agreement as follows:

Order Form effective August 22, 2014:

- a. Subscribed applications: Contract Director – Repository Only a/k/a Contract Management Repository ("CMR") and Total Supply Manager ("TSM") are removed from the Order Form.
- b. Subscription fees:
 - i. The subscription fees for August 22, 2015 through August 21, 2016 are reduced to \$443,886.53. In consideration for this payment there shall be no balance carried forward from prior years.
 - ii. The subscription fees for August 22, 2016 through August 21, 2017 are reduced to \$375,000.
- c. Option years. Unless GSS notifies SQ in writing no later than thirty (30) days prior to the conclusion of the initial term of the SaaS Agreement on August 21, 2017 that it intends not to extend the SaaS Agreement, the SaaS Agreement, as amended herein, will be extended until August 21, 2018, at the cost of \$375,000 to be paid no later than August 22, 2017 (August 22, 2017 to August 21, 2018 is "Option Year One"). Unless GSS notifies SQ in writing no later than thirty (30) days prior to the conclusion of the Option Year One that it intends not to extend the SaaS Agreement, the SaaS Agreement, as amended herein, will be extended until August 21, 2019, at the cost of \$375,000 to be paid no later than August 22, 2018 (August 22, 2018 to August 21, 2019 is "Option Year Two"). For purposes of clarity, Option Year Two is not available unless Option Year One is exercised and timely paid.
- d. License Upgrade. The six (6) Consortium Supplier Packs (each of which has 10 licenses) currently provided for in the Order Form to the SaaS Agreement is hereby upgraded to Premium licenses at no additional cost, which enable GSS to use the six (6) Consortium Supplier Packs to connect to suppliers of any consortia to which that the State of Delaware is a member.
- e. Statement of Work ("SOW") effective August 22, 2014: Part of the SaaS Agreement is a SOW that describes services provided by SciQuest to GSS. The SOW of the PSA is hereby amended to remove all obligations of SciQuest to deliver or provide functionality and related services to the extent they are to be provided solely by TSM, CMR, SD, and RFP requirements to which those modules may solely relate.
- f. Return of Data. Within ninety (90) days of the Effective Date, SciQuest shall return all GSS data residing in the applications that are being removed from the SaaS Agreement, specifically including CMR and TSM, as well as in SD. Within sixty (60) days of the expiration of the SaaS Agreement, SciQuest shall return all GSS data residing in the eMarketplace suite of modules.
- g. UIT Environments. SciQuest shall continue to provide GSS access to the User Interface Testing ("UIT") environment. The applications in the UIT will conform to the current specifications in the production environment, except that there may be an approximate 3 to 4 week gap between the UIT and production environments during which new releases are being tested in UIT before going into production. With respect to configuration changes (e.g., changing permissions, adding users, changing workflows, etc.), after production go-live, these are completed in the production environment and will not be copied back to the UIT environment by SciQuest. If GSS thereafter wants the same configurations in the production and UIT environments, GSS will need to perform these updates to their UIT. SciQuest

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affirms that GSS has SciQuest's authority to make such updates, but SciQuest does not warrant that there are not technological limitations that may prevent UIT updates after configuration changes are in production.

3. **Effective Date.** The amendments set forth herein shall be effective as of September 30, 2016.

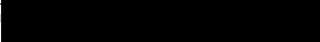
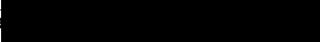
4. **Continuing Effectiveness of Agreement.** Except as expressly amended hereby, the Agreement shall continue in full force and effect.

5. **Miscellaneous.**

a. **Entire Agreement.** The Agreement, as amended hereby, including the terms of the Settlement Agreement executed contemporaneous with the Amendment, constitutes from and after the effective date hereof the entire agreement between the parties hereto with regard to the subject matter thereof, and supersedes all and any prior agreements whether written or oral.

b. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by its duly authorized representative as of the Effective Date set forth above.

STATE OF DELAWARE, OFFICE OF MANAGEMENT AND BUDGET, GOVERNMENT SUPPORT SERVICES	SCIQUEST, INC.
By: 	By: 
Print 	
Title 	
Date 	