

**CONTRACT AMENDMENT**

**CONTRACT / MASTER BLANKET PURCHASE ORDER NO.** 19-COMP-00601

**CONTRACT TITLE** M4002

**THIS CONTRACT AMENDMENT/CHANGE ORDER** (Amendment) is entered into by and between:

Carahsoft Technology Corporation (Contractor or Supplier), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property (Division or State), whose address is 33 West State Street, Trenton, NJ 08625; the State and the Contractor may be referred to collectively as the "Parties"; and

**WHEREAS** the State awarded the above referenced Master Blanket Purchase Order (Blanket P.O.) to the Contractor; and

**WHEREAS**, Periscope Holdings, Inc. ("Periscope"), the State's eProcurement system vendor has implemented NJSTART and the NJSTART Marketplace, which will allow Using Agencies, including State Agencies and Cooperative Purchasing Participants to easily search and purchase from State contracts;

**WHEREAS** the terms of the Blanket P.O. permit the State and the Contractor to amend the terms of the Blanket P.O.;

**NOW THEREFORE**, for good and valuable consideration, the Parties acknowledge and agree to the following modifications to the Blanket P.O.:

- A.** Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Contract. The Sales Report shall be submitted directly to Periscope using the NJSTART system no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
  - Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
  - Purchasing entity;
  - Total of Supplier Convenience Fee amount due for the reporting quarter;
  - Such other information as the State may reasonably request; and
  - If no sales were made to the State during the reporting quarter, then a report shall be submitted showing zero sales and zero Supplier Convenience Fee due.
  - Quarterly Sales Reporting and remittance of the Supplier Convenience Fee shall begin on the first calendar quarter starting after the effective date of the Contract.
- B.** Supplier Convenience Fee - For all purchases made under this Blanket PO, that have been invoiced, the Contractor shall remit the Supplier Convenience Fee in the amount of one percent (1%) of all Purchases to Periscope Holdings, Inc. (Periscope).
- C.** Remittance of the Supplier Convenience Fee - On a quarterly basis, the Contractor shall remit the Supplier Convenience Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Supplier Convenience Fee timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the NJSTART Marketplace.
- D. Catalog Enablement**  
Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Contractor shall upload catalog within (thirty) 30 calendar days of the date of execution of this amendment.

**E. Retention and Inspection of Records and Audit**

The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Supplier Convenience Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

**F. Terms and Conditions**

The parties agree to be bound by all other requirements, terms and conditions of the Blanket P.O. not otherwise modified by this Amendment for the period of the Blanket P.O.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed by their authorized representatives, agree that this Amendment may be executed in counterparts and is effective as of the last date signed below

*Kristina Smith*

Signature of Contractor's Authorized Representative

1/11/2023

Date

Kristina Smith

Name and Title of Contractor's Authorized Representative

DocuSigned by:

*Amy Davis*

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Amy Davis, Acting Director Division of  
Purchase and Property  
Department of the Treasury - State of New Jersey

January 13, 2023

Date