

CONTRACT AMENDMENT

CONTRACT / MASTER BLANKET PURCHASE ORDER NO. _____

CONTRACT TITLE _____

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

_____ (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, the Blanket P.O. is available for use by the State's Intrastate Cooperative Purchasing Participants; and

WHEREAS, Periscope Holdings, Inc. ("Periscope"), the State's eProcurement system vendor has implemented the Marketplace which will allow the State's counties, municipalities and public school districts to easily search and purchase from Supplier catalogs which have been loaded into Marketplace;

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. Supplier Convenience Fee

Contractor shall remit the Supplier Convenience Fee in the amount of one percent (1%) of all Net Purchases made by Cooperative Purchasing Program Participants to Periscope Holdings, Inc. "Net Purchases" means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Cooperative Purchasing Program Participants, regardless of whether or not **NJSTART** is used as part of the purchase process. The remittance shall be made 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. Failure to remit the Supplier Convenience Fee timely and accurately may result in Contractor's goods and services being made ineligible for purchase through the **NJSTART** Marketplace module by Cooperative Purchasing Program Participants.

B. 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.

C. Quarterly Sales Reporting

Contractor shall submit a Sales Report documenting all sales made to Cooperative Purchasing Program Participants. Such information is deemed public record. 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;
- Such other information as the State may reasonably request; and
- If no sales were made to 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 this amendment

D. Quarterly Remittance of the Supplier Convenience Fee

Contractor shall remit the Supplier Convenience Fee via Automated Clearing House (ACH) transactions directly to Periscope using the **NJSTART** system no later than thirty (30) calendar days after the end of each calendar quarter. Failure to remit Supplier Convenience Fee timely and accurately may result in Contractor's goods and services being made ineligible for purchase through the Marketplace by Cooperative Purchasing Participants.

E. Retention and Inspection of Records and Audit

The Contractor shall keep records of Sales to Cooperative Purchasing Participants 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

Signature of Contractor's Authorized Representative

Date

Name and Title of Contractor's Authorized Representative

Maurice Griffin, Acting Director
Division of Purchase and Property
Department of the Treasury - State of New Jersey

Date