

PARTICIPATING ADDENDUM

TIPS PURCHASING COOPERATIVE
Contract No. 210101 between

This addendum ("Participating Addendum") by and between DLT Solutions ("Contractor" or "DLT") & Baldwin County ("Participating Entity" or "County") effective as of the last date of signature herein, is based upon the DLT Quote No. 5151137, attached as Exhibit B ("Quote"), and the TIPS Purchasing Cooperative Contract No. 210101 ("Master Agreement")

WHEREAS, County desires Contractor to provide services and other offerings pursuant to Exhibit A hereto ("Services"); and

WHEREAS, Contractor is professional qualified to provide such Services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Services, and Contractor accepts such engagement, on the terms and conditions below:

1. Scope: The Contractor desires to extend to the Participating Entity the same pricing and terms and conditions as the Contractor's Master Agreement. This Agreement establishes terms and conditions pursuant to which Participating Entity may procure Services leveraging the Master Agreement, available at <https://www.dlt.com/government-it-contracts/tips>, which is attached as Exhibit A.

2. Contract Term: The Contractor's provision of goods and services shall commence on the date of execution of this Agreement by the Participating Entity and shall be completed no later than May 31, 2026, upon termination of the Master Agreement, or upon any termination of an extension thereof ("Term"). Under no circumstances shall goods or services be rendered for any procurement outside of the Term.

3. Compensation: The compensation payable to Contractor hereunder shall not exceed nine hundred eighty nine thousand nine hundred ten dollars and 96 cents (\$989,910.96) for the term of this Agreement, pursuant to Exhibit B hereto.

4. Additional Terms and Conditions

a. Venue, Jurisdiction, & Service of Process Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in the State of Alabama and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in the State of Alabama.

b. Signatory: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

c. Entire Agreement This Agreement and any other addendum(s) or amendments constitutes the entire understanding and agreement of and between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements with respect to the subject matter hereof. This Agreement shall not be varied by any oral agreements or representations or otherwise except by an instrument in writing duly executed by authorized representatives of the Parties.

DLT SOLUTIONS, LLC		PARTICIPATING ENTITY	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Exhibit A

TIPS VENDOR AGREEMENT dated __June 9, 2021__ is hereby incorporated in its entirety with full force and effect.



TD SYNnex
Public Sector

Price Quotation

Quote: 5151137
Reference: 1756951
Date: 04/10/2023
Expires: 05/05/2023

To: Brian Peacock
Baldwin County/City (AL)

From: Arman Rashidian
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone:
Fax:
Email: bpeacock@baldwincountyal.gov

Phone: (703) 773-9246
Fax: (703) 773-9246
Email: arman.rashidian@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
1	1348-0113	CLOUD RECORDS - BALDWIN COUNTY	MSTATE-MVEND-TIP S-II	1	\$179,148.94	\$179,148.94
A complete, configurable solution for recording, managing, and accessing land records. (Usage fee for Filings from 125,001-500,000 OR for Populations from 500,001 to 1,500,000) Price per Doc. Minimum \$14,000/ month Pricing valid through May 5, 2023.						
NOTE						
Payment Terms: Invoiced at Project Go-Live, Net 30 days						

Subtotal

\$179,148.94

Option Year 1						
1	1348-0113	CLOUD RECORDS - BALDWIN COUNTY	MSTATE-MVEND-TIP S-II	1	\$188,106.38	\$188,106.38
A complete, configurable solution for recording, managing, and accessing land records. (Usage fee for Filings from 125,001-500,000 OR for Populations from 500,001 to 1,500,000) Price per Doc. Minimum \$14,000/ month						

Subtotal for Option Year 1

\$188,106.38

Option Year 2						
1	1348-0113	CLOUD RECORDS - BALDWIN COUNTY	MSTATE-MVEND-TIP S-II	1	\$197,511.70	\$197,511.70
A complete, configurable solution for recording, managing, and accessing land records. (Usage fee for Filings from 125,001-500,000 OR for Populations from 500,001 to 1,500,000) Price per Doc. Minimum \$14,000/ month						

Subtotal for Option Year 2

\$197,511.70

Option Year 3						
1	1348-0113	CLOUD RECORDS - BALDWIN COUNTY	MSTATE-MVEND-TIP S-II	1	\$207,387.29	\$207,387.29
A complete, configurable solution for recording, managing, and accessing land records. (Usage fee for Filings from 125,001-500,000 OR for Populations from 500,001 to 1,500,000) Price per Doc. Minimum \$14,000/ month						



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Price Quotation

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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
Subtotal for Option Year 3						\$207,387.29

Option Year 4						
1	1348-0113	CLOUD RECORDS - BALDWIN COUNTY	MSTATE-MVEND-TIP S-II	1	\$217,756.65	\$217,756.65
A complete, configurable solution for recording, managing, and accessing land records. (Usage fee for Filings from 125,001-500,000 OR for Populations from 500,001 to 1,500,000) Price per Doc. Minimum \$14,000/ month						

Subtotal for Option Year 4	\$217,756.65
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Total	\$989,910.96
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UEI - F1N2KDGBDTU8
Contract #: 210101
Contract Term: 6/6/2021 - 3/31/2026
Federal ID: [REDACTED]
CAGE Code: 0S0H9
FOB: Destination
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days
DLT accepts VISA/MC/AMEX

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT #210101 AND THE TERMS AND CONDITIONS AT <http://www.dlt.com/products/client-commercial-licenses> THAT APPLY TO THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTATION. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of AJ Ezersky at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America [REDACTED]	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359
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Customer orders subject to applicable sales tax.



TD SYNnex
Public Sector

Price Quotation

Quote: 5151137
Reference: 1756951
Date: 04/10/2023
Expires: 05/05/2023

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.