

**PARTICIPATING ADDENDUM  
NASPO ValuePoint (Formerly WSCA-NASPO) COOPERATIVE  
PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT  
Avaya Inc.  
Master Agreement No: AR603  
(hereinafter "Contractor")**

**And**

**State of Alaska  
(hereinafter "Participating State/Entity")  
PA #2014-DATACOM-0009**

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1. **Scope:** Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR603 for Data Communications Products and Services 14-19 ("Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state of Alaska contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

2. **Participation:** Use of specific NASPO Value Point (Formerly WSCA-NASPO) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Alaska contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- AS 36.30.700 allows the State of Alaska, Division of General Service to make contracts available for use by the state Executive Branch Agencies, cities, boroughs, school districts, the Legislative Branch, the Alaska Courts System, the University of Alaska, and all other political subdivisions of the State of Alaska.

3. **Participating State Modifications or Additions to Master Agreement:**

A. **Administrative Fee:**

- I. Effective October 1, 2016, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- II. Contractor will make commercially reasonable efforts to include the PA Number on the check. Those checks submitted to the State without the PA Number will be held

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by the State until Contractor provides necessary additional identifying information following notice from the State of the missing PA Number. If Avaya fails to provide the necessary information within ten days calendar days after receiving the state's request the state will deposit the check.

**III. Administrative fee checks shall be submitted to:**

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210

**IV. The administrative fee may be included as an adjustment to Contractor's Master Agreement pricing.**

**V. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.**

**VI. Administrative fee checks are due for each quarter as follows:**

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

**VII. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.**

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4. **Lease Agreements:** Where permitted by the law of the Participating State/Entity, lease financing is an allowable payment option under the resulting contract. The terms and conditions of any financing arrangement will be set forth between the purchaser and its-financing partner.

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor (For Reports, etc)**

Name	<u>Berenice Cavazos</u>
Address	<u>HQ: 4655 Great America Parkway, Santa Clara, CA 95054-1233</u>
Telephone	<u>408-562-3817</u>
Fax	
E-mail	<u>btcavazos@avaya.com</u>

**Avaya Contract Negotiator**

Name	<u>Kathy Koeven</u>
Address	<u>HQ: 4655 Great America Parkway, Santa Clara, CA 95054-1233</u>
Telephone	<u>720-444-1338</u>
Fax	<u>720-444-1338</u>
E-mail	<u>Kathykoeven@avaya.com</u>

**Participating Entity**

Name	<u>Matthew L. Pegues</u>
Address	<u>PO Box 110210, Juneau, AK 99811-0210</u>
Telephone	<u>907-465-5681</u>
Fax	
E-mail	<u>matthew.pegues@alaska.gov</u>

6. **Fulfillment Partners:**

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of Alaska, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint (formerly WSCA-NASPO) Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and

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conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

**7. Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

**8. Product & Services Offering:** The full suite of product and service offerings available under the Master Agreement may be procured under this Participating Addendum.

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9. **Term:** The term of this Participating Addendum shall begin on the *later* of June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

10. **Notices:** Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be delivered to the facsimile numbers or the addresses of the relevant party set forth below or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served. Such delivery will be affected by facsimile, courier or by first-class mail, postage pre-paid.

**FOR CUSTOMER:**

CUSTOMER NAME: State of Alaska  
ADDRESS: PO Box 110210  
CITY, STATE AND POSTAL CODE: Juneau, AK 99811-0210  
COUNTRY: USA  
FACSIMILE:

**FOR AVAYA:**

ATTENTION: VICE PRESIDENT, LAW  
AVAYA INC.  
4655 GREAT AMERICA PARKWAY  
SANTA CLARA, CA 95054-1233  
UNITED STATES  
FACSIMILE: 408-562-3749

11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Alaska	Contractor: Avaya Inc.
By: 	By: 
Name: Matthew L. Pegues	Name: Bret Harrison
Title: Contracting Officer	Title: Vice President
Date: 10/17/16	Date: 10/13/2016

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

**[Please email fully executed PDF copy of this document to  
PA@NASPOValuePoint.org to support documentation of  
 participation and posting in appropriate data bases]**