

PARTICIPATING ADDENDUM

hereinafter "Addendum"

to the

Managed Print Services

New Mexico Master Price Agreement Number 40-000-14-00107AB

Issued on behalf of NASPO ValuePoint

Between

Pacific Office Automation

hereinafter "Contractor"

and

State of Alaska

hereinafter "Participating State"

N2016MPS0004

The National Association of State Procurement Officials (NASPO ValuePoint) establishes a means by which participating state procurement offices may join together in cooperative multi-state contracting for the purpose of providing Managed Print Service.

Scope: This Addendum covers the NASPO Master Agreement lead by the State of New Mexico for use by State Agencies and Local Public Bodies within the State of Alaska. This addendum has been authorized by the State of Alaska Chief Procurement Officer in order to allow agencies access to the NASPO Managed Print Services contract.

1. **Participation:** Use of this NASPO Managed Print Services cooperative contract by state agencies, agencies of political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the 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.

This permissive contract is available to all State of Alaska executive branch departments and governmental entities. Governmental entities include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, and all State of Alaska political subdivisions, including cities, boroughs, and school districts.

2. **Report:** The contractor agrees to provide a usage report on all sales of services and other revenues by procuring agencies or political subdivisions to the state contracting officer. See reporting schedule in section 3. Administrative Fee.

3. **Administrative Fee:** Contractor agrees to provide an Administrative Fee to the State of Alaska.

- 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.
- Contractor must include the PA number on the check. Those checks submitted to the State without the PA number will be returned to Contractor for additional identifying information.
- 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

- The administrative fee shall not be included as an adjustment to the Contractor's Master agreement pricing and shall not be invoiced or charged to the ordering agency.
- Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- 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

- 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.

4. **Leasing, Renting or Purchasing:** Leasing, Renting or Purchasing of equipment is not allowed throughout the term of this PA. Contractor will place equipment, if/when needed and will cover costs of the equipment through the monthly click charge and the MPS service through the MPS Base Monthly Charge. The Participating Entity will use the equipment during the MPS engagement but will not own, lease or rent the equipment. The Contractor will remove the placed equipment at the end of the MPS engagement. If a state agency signs a financing, lease or purchase agreement in error, the agreement will be considered null and void and the Master Contract 40-000-14-00107AB terms and conditions will prevail. If the state's rights are diminished as a result of a supplemental financing or lease agreement between the manufacturer and another party, the supplemental agreement will be considered null and void and the contract terms and conditions will prevail.

MPS agreements in effect at the time of cancellation or termination of the Master Agreement will not be affected. Agencies will be obligated to complete their agreement regardless of the status of the Master Agreement.

5. **Assignment/Transfer:** The contractor may not subcontract or assign its interest, obligations, or payments under this contract without the express prior written consent of the State of Alaska contact listed above. If a state agency agrees to an assignment of interest, obligation or payment in error, it will be considered null and void and the contract terms and conditions will prevail.
6. **Additional Information**

- a. **Taxes:** The State of Alaska is a tax-exempt entity under Chapter 32, IRS Code, Registration No. 92-6001185.
- b. **Alaska Facsimile Standard:** The following network facsimile minimum device configuration is required for fax options on all multi-function devices in the State of Alaska:
 - 1. All devices must exclusively use a network protocol of TCP/IP. All other protocols must be permanently disabled
 - 2. All devices must be capable of Ethernet 10/100 base T and use RJ45 jacks
 - 3. All devices must be compatible with Microsoft Standard IP Port and printing protocols
 - 4. All devices must have the following options:
 - I. Must allow DHCP configuration
 - II. TCP/IP host name
 - III. Ability to modify the host name
 - IV. Drivers must be nt/2000/xp compatible
 - 5. Super G3 (facsimile) protocol or mode is not supported. Super G3 protocol or "mode" must be permanently disabled on devices with fax capability. The state's IT managers find that fax devices using Super G3 may not work properly and are not supported.

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

Lead State

Name: Teri Arevalo
Address: 401 Broadway P.O. Box 1928
Albuquerque, NM 87102
Telephone: 505-827-0266
E-mail: Teri.arevalo@state.nm.us

Contractor

Name: Jeff Simon
Contractor: Pacific Office Automation
Address: 14747 NW Greenbrier Parkway
Beaverton OR 97006
Telephone: 503-380-1470
Fax:
E-mail: jeff.simon@pacificoffice.com

Participating State – State Purchasing Authority

Name: Linda Polk
Address: Department of Administration, Division of General Services
333 Willoughby Ave, Suite 700
P.O. Box 110210
Juneau, AK 99811-0210
Telephone: 907 465-8292
Fax: 907 465-2189
E-mail: Linda.Polk@alaska.gov

8. **Purchase Order Instructions:** The Master Price Agreement Number 40-000-14-00107AB and the Participating State Contract Number N2016MPS0004 must be shown on all Purchase Orders issued against this Agreement.

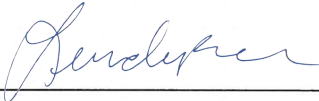
This Participating Addendum and Master Price Agreement number 40-000-14-00107 (administered by the State of New Mexico) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempt to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

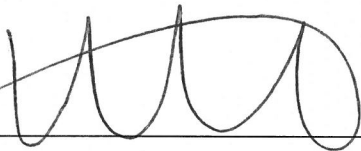
IN WITNESS WHEREOF, the parties have executed this Addendum as of the last date of execution below.

State of Alaska

Contractor

Participating State Chief Procurement Official or state procurement designee.

By:  _____

By:  _____

Name: Linda L Polk

Name: Doug Pitassi

Title: Contracting Manager

Title: President

Date: 03/08/2017

Date: 3/1/2017