

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Watson Furniture Group, Inc.
(hereinafter "Contractor")

And

State of Alaska
(hereinafter "Participating State")
State Contract Number: 2017RADIOEQPT0014

1. Scope:

This addendum covers the purchase of public safety communication equipment and is for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following category/subcategory:

Furniture, Dispatch Console

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. Volume/Usage Reports:

Contractor must provide a quarterly report to the Contracting Officer appointed by the State to manage this contract. The report must be provided in an electronic format (Excel), and at minimum, must list the following information of purchases made by both state agencies and political subdivisions: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

b. Administrative Fee:

Contractor agrees to provide an administrative fee of 1.5% to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration, Division of General Services for the calculated amount equal to 1.5% of all net sales for the quarterly period.

The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.

Administrative fee checks shall be submitted to:

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

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 an ordering agency. Payment of the administrative fee is due irrespective of payment status on any orders.

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.

c. Prompt Payment Discount:

All purchasing entities utilizing this Master Agreement are eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. Purchasing entities shall consider payment being made as either the date a printed warrant is issues or the date an electronic funds transfer (EFT) is initiated.

4. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Quint Andrae, Dispatch National Sales Director
Address	26246 Twelve Trees Lane NW Poulsbo, WA 98370
Telephone	(360) 394-1300
Fax	(360) 394-1322
E-mail	contractadmin@watsonfg.com

Participating Entity

Name	Emmanuel Feliciano
Address	State of Alaska - Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907-465-8288
Fax	907-465-2189
E-mail	emmanuel.feliciano@alaska.gov

5. Subcontractors:

All [contactor] dealers/resellers/distributors authorized in the State of Alaska, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO Master Agreement. Watson Furniture Group, Inc. dealer's/resellers/distributors participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 05715 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 2017RADIOEQPT0014 and the Lead State master price agreement number: 05715.



8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 05715 (administered by the State of Washington) 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 Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its

exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master 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 date of execution by both parties below.

Participating State: Alaska	Contractor: Watson Furniture Group, Inc.
By: 	By: 
Name: Emmanuel Feliciano	Name: Melinda Monroe
Title: Contracting Officer	Title: Contract Administrator
Date: 3/20/2017	Date: 3/17/2017