



Master Agreement #: AR2488

Contractor: SHI INTERNATIONAL CORP.

Participating Entity: STATE OF ALASKA

Participating Addendum #: NVP-2018-CLOUD-0006

The following products or services are included in this contract portfolio:

- All products and services included under the above Master Agreement.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that state's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: For the executive branch of the State of Alaska, the Department of Administration, Office of Information Technology (OIT) is the only agency authorized to utilize the Master Agreement. The contractor shall only accept orders for the executive branch under the Master Agreement from OIT. All other governmental entities within Alaska, including the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all political subdivisions; cities, boroughs, and school districts, are authorized to utilize the Master Agreement.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Nick Grappone
Telephone:	(732) 564-8189
Email:	nick_grappone@shi.com

Participating Entity

Name:	Jason Grove
Telephone:	(907) 465-5679
Email:	jason.grove@alaska.gov

Participating Entity Modifications or Additions to the Master Agreement:

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

1. Administrative Fee:



The contractor shall provide a quarterly 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 contract 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 Shared Services
P.O. Box 110210
Juneau, AK 99811-0210
ATTN: Statewide Contracting

The administrative fee may be included as a 1.5% adjustment to contractor's Master Agreement pricing. For example, if the Master Agreement price is \$100, then the contractor shall adjust the contract price by 1.5% to \$101.50 and the administrative fee due to the state shall be \$1.50 (1.5% of \$100).

This is the exact method that must be used to calculate the Master Agreement pricing for the Participating State and the administrative fees due. The administrative fee shall not be invoiced or charged to an ordering agency or identified on an ordering agency's invoice.

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 or their successor(s).

2. Volume/Usage Reports:

The contractor must provide a quarterly volume report to the contracting officer (Participating Entity contact or their successors), whichever is requested by the contracting officer. The report must include information which allows the contracting officer to determine the amount of savings realized under the contract and to verify the administrative fee payments align with the reported contract spend.



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Led by the State of Utah

4. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
5. **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.

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

Participating Entity: State of Alaska	Contractor:
Signature: 	Signature: 
Name: Jason Grove	Name: Natalie Castagno
Title: Contracting Officer	Title: Director of Response Team
Date: 3/27/2018	Date: 3/30/2018