



**UNMANNED AERIAL VEHICLE (DRONE)
SERVICES**

Led by the State of Virginia

Participating Addendum #: **2020DRONE0002**

Master Agreement #: **E194-79435**

Contractor: **DRONEUP LLC**

Participating Entity: **STATE OF ALASKA**

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

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Unmanned Aerial Vehicle (Drone) Services led by the State of Alaska 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: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Tripp Shannon
Telephone:	757-337-2125
Email:	Tripp.shannon@droneup.com

Participating Entity

Name:	Eric Verrelli
Address:	333 Willoughby Ave. Suite 801 Juneau AK, 99801
Telephone:	907-465-5674
Email:	Eric.verrelli@alaska.gov



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**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against the Master Agreement;
- d) The Solicitation, RFP # E194-79435 Unmanned Aerial System Services; and

RFP Document – Statement of Needs – Section C has been incorporated into this Participating Addendum.

This contract, and its related pricing schedule, is for drone services that do not require professional services. Should professional services such as a professional licensed surveyor be required, the contract vendor and the government agency will work in coordination with one another to utilize a sub-contractor or in-house professional at an additional cost beyond the current pricing schedule under this contract.

Administrative Fees: The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

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 under this PA for the quarterly period including both State of Alaska Agencies and its Political Subdivisions.

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



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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 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.

Purchasing Options for Executive Branch Agencies: All products and accessories listed on the Contractor page (DroneUp Pricing Catalog) of the NASPO ValuePoint website.

Purchasing Options for Non-Executive Branch Agencies and Political Subdivisions: All products and accessories listed on the Contractor page (DroneUp Pricing Catalog) of the NASPO ValuePoint website.

No additional documents will be signed by the purchasing entity for both government agencies or political subdivisions, no additional terms and conditions will be placed on orders through the Contractor. If a purchasing entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions voided.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

Reporting Period

Due Date

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State Fiscal Quarter 1 (Jul 1 - Sept 30): Oct 31

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State Fiscal Quarter 4 (Apr 1 - Jun 30): Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- a. Detailed information regarding all the products and options available through this contract;
- b. Local sales contact information;
- c. Single point of contact for order and invoice issues;
- d. An escalation path for unresolved issues; and
- e. Instructions pertaining to remote device placements.

5. Lease Agreements: ***“Reserved”***.

6. 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. The parties recognize that Contractor maintains a network of independent pilots across the United States including Alaska. As a result, the services to be offered by Contractor may be completed by employees or independent contractors under the direction of Contractor.


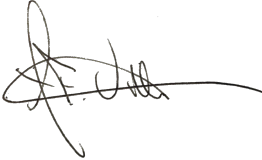
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in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



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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: DRONEUP, LLC
Signature: 	Signature: 
Name: Eric Verrelli	Name: Anthony Vittone
Title: Statewide Contracting Officer III	Title: COO
Date: 3/5/2020	Date: March 5, 2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***