

NASPO ValuePoint
PARTICIPATING ADDENDUM



**DATA COMMUNICATION PRODUCTS &
 SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3230

Participating Addendum #: 2020-DataComm-0004

Contractor: **EXTREME NETWORKS, INC.**

Participating Entity: **STATE OF ALASKA**

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

- All brands awarded under the Master Agreement.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Data Communications Products and Services 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: 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:	Michael Swierk
Address:	Extreme Networks, Inc. 6480 Via Del Oro San Jose, CA 95119
Telephone:	603-952-5221
Fax:	N/A
Email:	mswierk@extremenetworks.com

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Participating Entity

Name:	Matthew L. Pegues
Address:	State of Alaska Department of Administration Shared Services of Alaska PO Box 110210 Juneau, AK 99811-0210
Telephone:	907-465-5681
Email:	Matthew.pegues@alaska.gov

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

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

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

Administrative Fee:

- I. Effective once signed by both parties, 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 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.
- III. Administrative fee checks shall be submitted to:

ATTN: Statewide Contracting
 State of Alaska
 Department of Administration
 Shared Services of Alaska
 PO Box 110210
 Juneau, AK 99811-0210
- IV. 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.

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- 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

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.

- 5. Lease Agreements: Entities entitled to purchase under this Participating Addendum that have authority to enter into lease agreements may do so to obtain Products and Services under the Master Agreement.
- 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.
- 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: Extreme Networks, Inc.
Signature: 	Signature: 
Name: Matthew L Pegues	Name: Pete Doolittle
Title: Contracting Officer	Title: SVP Sales
Date: 5/26/2020	Date: May 22, 2020 3:16:29 PM PDT

For questions on executing a participating addendum, please contact: pa@naspovaluepoint.org