

NASPO ValuePoint
**PARTICIPATING ADDENDUM
WIRELESS VOICE, DATA &
ACCESSORIES**



Led by the State of Utah

Master Agreement #: PD180-1

Contractor: **DISCOUNTCELL**

Participating Entity: **STATE OF ALASKA**

PA #: **2021-WIRELESS-0003**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Wireless Voice, Data and Accessories* led by the State of *Utah* for use by state agencies and other entities located in the Participating State of Alaska 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 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, Federally Recognized Tribes, and all State of Alaska Political Subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer King
Address:	350 West 500 South, Provo, UT 84601
Telephone:	801.235.9809
Email:	corp@discountcell.com

Participating Entity

Name:	Linda Polk
Telephone:	907-465-8292
Email:	Linda.Polk@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.

Additions to the Master Agreement:

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-NP-18-001, Copiers and Managed Print Services;
- e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) The Contractor's Supplemental Documents, including all Attachments: A-I.

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

The Contractor shall pay to the State of Alaska, an Administrative Fee of (i) 1.5% of all Contract spend from State of Alaska agencies and political subdivisions including employee spend. The Administrative Fees will be calculated after each calendar quarter and Discount Cell will pay the quarterly amount due no later than thirty (30) days following the end of each fiscal quarter. The State of Alaska Administrative Fee shall be submitted quarterly and is based on Total Wireless Spend within the state.

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.

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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 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 all entities listed under participation: All products offered under this master agreement.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement.

No additional documents other than specified herein will be signed, by purchasing entity, no additional terms and conditions will be placed on orders. 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 doa.dss.vendorreport@alaska.gov. Vendor will list PA number 2021-WIRELESS-0003 and quarterly report number, i.e. quarter 1, quarter, 2. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12, along with

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amount of sales and amount of savings. These reports are due thirty days after the end of the quarter.

<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

(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. **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.
6. **Orders:** Any order placed by a Participating 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.

State of Alaska	Contractor: DiscountCell Inc
Signature: <i>Linda L Polk</i>	Signature: <i>Jennifer King</i>
Name: Linda Polk	Name: Jennifer King
Title: Deputy Chief Procurement Officer	Title: President
Date: 10/19/2020	Date: 09/15/2020

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Chris Jennings
Telephone:	1-801-538-3157
Email:	Ctjennings@utah.gov

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]