

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060021

Contractor: CDW-G

Participating Entity: **STATE OF ALASKA** This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the “Parties”).

Participating Addendum# NVP-2022-SVAR-001

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above. CDW-G will sell the products and services utilizing maximum mark-up that results in the best discount for the State of Alaska.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). Governmental entities eligible to use this PA include Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissioners, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means native entities within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 43661-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below or the day after the expiration of Master Agreement #ADSPO016-130652 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	AnnReeves
Address:	625 W Adams St, Chicago IL 60661
Telephone:	813-804-5352
Email:	ann.reeves@cdwg.com

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

PARTICIPATING ENTITY:

Name:	Jennifer Krick
Address:	333 Willoughby Ave. Suite 801 Juneau, AK 99801
Telephone:	(907) 465-5680
Email:	jennifer.krick@alaska.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between the Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

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, Office of Procurement and Property Management 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
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

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. Under no circumstances may the contractor reduce the discount percentages available under the Master Agreement. The administrative fee

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

shall not be invoiced or charged to an ordering agency or identified on an ordering agency’s invoice. Payment of the administrative fee is due irrespective of payment status on any orders.

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.

Reporting: Detailed Sales Data Required Reports: Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # NVP-2022-SVAR-001 and quarter for which the report is for in the subject line of the email.

The report attached to the email must show the following.

- Data reported must be separated by State of Alaska agencies and political subdivisions of the state.
- Total Sales amount
- Savings when compared to off contract purchase.
- Quote Number and Procurement Document number.
- Purchasing Agency Name and address.

If applicable, dates of license or maintenance period or as madeavailable

within the Publisher’s portals. These reports are due forty-five (45) calendar

days after the end of the quarter. Reporting PeriodDue Date

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

5. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Professional services do not require pre-approval from the State, which may be performed using subcontractors or software publisher resources. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract.

Professional Services include but are not limited to consulting, extended warranty service by manufacturers, or other services as described generally in this Agreement as more particular described in a Statement of Work or SOW performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order. The State's rights in software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the State has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern

7. Invoices: All invoices produced by the contractor as a result of purchases made by the Purchasing Entity (e.g., Eligible Agency or Co-Op Buyer) under this Participating Addendum shall contain the following information as listed in Master Agreement section 3.3.2 Minimum Invoice Requirements:
 - a. Date of issue and the Requestors Name
 - b. State of Alaska Department & Division Information
 - c. Quote number and Purchase Order number
 - d. If applicable and available services dates for licenses or maintenance periods or as made available within the Publisher's portals.

*Additional information on invoices may be required by the purchasing entity.

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



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Participating Entity: State of Alaska	Contractor: CDW-G
Signature: DocuSigned by: <i>Jennifer Krick</i> 782DE9C3E1B449A...	Signature: <i>[Handwritten Signature]</i>
Name: Jennifer Krick	Name: Anup Sreedharan
Title: Contracting Officer III	Title: Senior Manager, Program Sales
Date: 4/13/2023	Date: 04/10/2023

JK

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE

PUBLISHERS		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF ALASKA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1.5% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Tier I Publishers (Key Itemized Publishers)				
1	ADOBE	1.00%	2.50%	
2	CA TECHNOLOGIES	0.25%	1.75%	
3	CISCO	1.00%	2.50%	
4	COMMSVAULT	1.00%	2.50%	
5	IBM	1.00%	2.50%	
6	RED HAT	1.00%	2.50%	
7	SPLUNK	1.00%	2.50%	
8	TABLEAU	0.25%	1.75%	
9	VEEAM	1.00%	2.50%	
10	VMWARE	1.00%	2.50%	
Tier II Publishers (Other Itemized Publishers)				
11	AUTODESK	2.20%	3.70%	
12	BARRACUDA NETWORKS	1.50%	3.00%	
13	BMC SOFTWARE	1.50%	3.00%	
14	CHECK POINT SOFTWARE	1.50%	3.00%	
15	CHERWELL	0.25%	1.75%	
16	CITRIX	1.00%	2.50%	
17	CHATSWORTH PRODUCTS (CPI)	0.25%	1.75%	
18	CROWDSTRIKE	1.50%	3.00%	
19	DELL	1.50%	3.00%	
20	DELPHIX	0.25%	1.75%	
21	DOCUSIGN	1.50%	3.00%	
22	DYNATRACE	0.25%	1.75%	
23	FORCEPOINT	1.50%	3.00%	
24	FORTINET	1.50%	3.00%	
25	GOOGLE	1.50%	3.00%	
26	INFORMATICA	0.25%	1.75%	
27	IVANTI	1.50%	3.00%	
28	KNOWBE4	1.50%	3.00%	
29	MCAFFEE	1.00%	2.50%	
30	MICRO FOCUS	1.50%	3.00%	
31	MULESOFT	0.25%	1.75%	
32	NETMOTION	1.50%	3.00%	
33	OKTA	1.50%	3.00%	
34	OPENTEXT	0.25%	1.75%	
35	PROGRESS SOFTWARE	0.25%	1.75%	
36	PROOFPOINT	1.50%	3.00%	
37	QUEST SOFTWARE	1.50%	3.00%	
38	RAPID7	0.25%	1.75%	
39	RSA SECURITY	1.50%	3.00%	
40	SALESFORCE	2.20%	3.70%	
41	SAP	0.25%	1.75%	
42	SOLARWINDS	1.50%	3.00%	
43	SOPHOS	1.50%	3.00%	
44	SPILLMAN	1.50%	3.00%	
45	SYMANTEC	1.50%	3.00%	
46	TENABLE	1.50%	3.00%	
47	TREND MICRO	1.50%	3.00%	
48	VARONIS	1.50%	3.00%	
49	VERITAS	1.50%	3.00%	
50	ZOHO	0.25%	1.75%	
Non-itemized Publishers				
51	All other publishers	2.20%	3.70%	
		HOURLY RATE		
52	Reseller Services			
53	- Asset management	no charge		
54	- Solutions architect	no charge		
55	- Senior solutions architect	no charge		
56	- Program engagement manager	\$210.00		
57	- Project leader	no charge		
58	- Project manager	\$190.00		
59	- Senior project manager	\$205.00		
60	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

Solutions and Senior Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides analysis and recommendations on software infrastructure and how to maximize software spend through the appropriate licensing program and vendor selection

Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE**

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF ALASKA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1.5% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Optional Discount- and/or Markup-based Services				
1	Publisher Delivered Services	25.00%	26.50%	
2	Third Party Delivered Services	25.00%	26.50%	
HOURLY RATE				
Optional Fixed Rate-based Services				
6	Associate Consulting Engineer		\$125.00	
7	Consulting Engineer		\$185.00	
8	Senior Consulting Engineer		\$205.00	
9	Technical Lead/ Principal Consulting Engineer		\$225.00	
10	Enterprise Consulting Architect		\$225.00	
11	Business Consulting Architect		\$225.00	
12	Project Administrator		\$145.00	
13	Project Manager		\$190.00	
14	Senior Project Manager		\$205.00	
15	Enterprise Project Manager, PMO Lead		\$210.00	
16	Program Manager		\$210.00	
17	Technical Architect		\$295.00	
18	ServiceNow Engagement Manager		\$213.00	
19	ServiceNow Program Manager		\$221.00	
20	ServiceNow Advisory Services		\$234.00	
21	ServiceNow Principal Consultant		\$276.00	
22	ServiceNow Organizational Change Management Consultant		\$276.00	
23	ServiceNow Integration Expert		\$225.00	
24	ServiceNow Quality Assurance Expert		\$187.00	
25	ServiceNow Solution Architect		\$225.00	
26	ServiceNow Technical Consultant		\$200.00	
27	ServiceNow Trainer		\$225.00	
28	Digital Velocity Head of E&O		\$270.00	
29	Digital Velocity O-CTO - Principal Consultant		\$250.00	
30	Digital Velocity Hybrid Cloud Architect		\$230.00	
31	Digital Velocity Hybrid Cloud Engineer		\$194.00	
32	Digital Velocity DevOps Architect		\$230.00	
33	Digital Velocity DevOps Engineer		\$200.00	
34	Digital Velocity Enterprise Architect		\$230.00	
35	Digital Velocity Senior Software Engineer		\$200.00	
36	Digital Velocity Solutions Architect		\$230.00	
37	Digital Velocity Solutions Engineer		\$200.00	
38	Digital Velocity Technical Program Consultant		\$200.00	
39	Digital Velocity Technical Project Manager		\$175.00	
40	IT Asset Management Project-Based Engagement		Custom SOW	
41	IT Asset Management Maturity Assessment		Custom SOW	
42	IT Asset Management Technology Solutions		Custom SOW	
43	IT Asset Management Ongoing Solutions		Custom SOW	

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

**NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
MANDATORY COST PROPOSAL FORM FOR MICROSOFT ONLY**

SUBCATEGORY		MAXIMUM MARKUP ON RESELLER'S INVOICED COST (may be negative if sold at loss)	STATE OF ALASKA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1.5% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Itemized Microsoft Offerings				
1	EMS E5	0.50%	2.00%	
2	G1	0.50%	2.00%	
3	G2	0.50%	2.00%	
4	G3	0.50%	2.00%	
5	G5	0.50%	2.00%	
6	Govt E4	0.50%	2.00%	
7	Advanced Threat Protection	0.50%	2.00%	
8	Power BI	0.50%	2.00%	
9	Exchange Online	0.50%	2.00%	
10	Kiosk F3 Now	0.50%	2.00%	
11	Dynamics	0.50%	2.00%	
12	PowerApps	0.50%	2.00%	
13	Project Online	0.50%	2.00%	
14	Azure	0.50%	2.00%	
All Other Microsoft Offerings				
15	SaaS	0.50%	2.00%	
16	On-Premise	0.50%	2.00%	
Resold In-scope Professional Services				
17	- Ongoing maintenance & support services not included in software license agreement	10.00%	11.50%	
18	- Deployment services	10.00%	11.50%	
19	- Architectural design services	10.00%	11.50%	
20	- Training deployment services	10.00%	11.50%	
21	All other resold in-scope professional services	10.00%	11.50%	
		HOURLY RATE		
In-scope Reseller Services				
22	- Asset management	no charge		
23	- Solutions architect	no charge		
24	- Senior solutions architect	no charge		
25	- Program engagement manager	\$210.00		
26	- Project leader	no charge		
27	- Project manager	\$190.00		
28	- Senior project manager	\$205.00		
29	All other in-scope reseller services	no charge		

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.

*To the extent required as Mandatory

Asset Management: As described in Section 2-A Scope of Work 2.3.4, Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides customer support, explaining and helping determine the best acquisition method for their needs, including multi-program cost analysis comparisons.

Solutions and Senior Solutions architect: As described in Section 2-A Scope of Work 2.3.4, provides analysis and recommendations on software infrastructure and how to maximize software spend through the appropriate licensing program and vendor selection

Project Leader: As described in Section 2-A Scope of Work 2.3.4, leads in providing consultation, acting as a liaison, negotiating costs, and other mandatory basic services.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)
STATE OF ARIZONA SOLICITATION #BPM002338
OPTIONAL SERVICES COST PROPOSAL FORM FOR MICROSOFT ONLY

OPTIONAL SERVICES		MAXIMUM MARKUP ON RESELLER'S INVOICED COST	STATE OF ALASKA MAXIMUM MARKUP ON RESELLER'S INVOICED COST INCLUDING 1.5% ADMINISTRATIVE FEE	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
Optional Discount- and/or Markup-based Services				
1	Publisher Delivered Services	25.00%	26.50%	
2	Third Party Delivered Services	25.00%	26.50%	
HOURLY RATE				
Optional Fixed Rate-based Services				
6	Associate Consulting Engineer		\$125.00	
7	Consulting Engineer		\$185.00	
8	Senior Consulting Engineer		\$205.00	
9	Technical Lead/ Principal Consulting Engineer		\$225.00	
10	Enterprise Consulting Architect		\$225.00	
11	Business Consulting Architect		\$225.00	
12	Project Administrator		\$145.00	
13	Project Manager		\$190.00	
14	Senior Project Manager		\$205.00	
15	Enterprise Project Manager, PMO Lead		\$210.00	
16	Program Manager		\$210.00	
17	Technical Architect		\$295.00	
18	IT Asset Management Project-Based Engagement		Custom SOW	
19	IT Asset Management Maturity Assessment		Custom SOW	
20	IT Asset Management Technology Solutions		Custom SOW	
21	IT Asset Management Ongoing Solutions		Custom SOW	

* For additional information on the services represented herein please refer to Attachment 4_Supplement 1 of 1_Supplemental Information for Pricing.