Led by the State of Utah



Master Agreement #: AR2491

### Contractor: TCC SOFTWARE SOLUTIONS

Participating Entity:STATE OF ALASKA

Participating Addendum # NVP-2023-CLOUD-001

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. <u>Scope</u>: 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. <u>Participation</u>: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Cloud Solutions 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. <u>Access to Cloud Solutions Services Requires State CIO Approval</u>: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
- Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):
  Contractor

| Contractor |  |
|------------|--|
| Name:      | Mike Boyle                                       |
| Address:   | 740 E. 52nd St., Suite 7, Indianapolis, IN 46205 |
| Telephone: | (866) 563-6767                                   |
| Fax:       | (317) 638-0397                                   |
| Email:     | Mike.Boyle@e-tcc.com                             |

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### Participating Entity

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

## 5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

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

**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 shall not be included as an adjustment to the contractor's Master Agreement pricing and shall not be invoiced or charged to an 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:

| Reporting Period                          | <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 <u>doa.dss.vendorreport@alaska.gov</u> and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # NVP-2023-CLOUD-001 and quarter for which the report is for in the subject line of the email. The report attached to the email must show detailed sales data separated by State of Alaska agencies and political subdivisions of the state. These reports are due forty-five (45) calendar days after the end of the quarter.

| Reporting Period                          | <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          |

- 6. <u>Subcontractors</u>: 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. <u>Orders:</u> 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.



Led by the State of Utah

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: TCC Software Solutions |               |  |
|---------------------------------------|-------------------------|------------------------------------|---------------|--|
| Signature:                            |                         | Signature:                         |               |  |
|                                       | Jennifer Krick          |                                    | Balt 7 Feigh. |  |
| Name:                                 |                         | Name:                              |               |  |
|                                       | Jennifer Krick          |                                    | Breht Feigh   |  |
| Title:                                | Contracting Officer III | Title:                             | CEO           |  |
| Date:                                 | 4/18/23                 | Date:                              | 4/17/2023     |  |

[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: | Shannon Berry              |  |  |
|--------------------------------------|----------------------------|--|--|
| Telephone:                           | 775-720-3404               |  |  |
| Email:                               | sberry@naspovaluepoint.org |  |  |

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