



**SECURITY & FIRE PROTECTION SERVICES**  
Led by the State of Nevada

Master Agreement #: **99SWC-NV23-16270**

Participating Addendum #: N-2023-SEC/FIRE-0003

Contractor: **Johnson Controls LP**

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 **Security and Fire Protection Services (2023-2028)** led by the State of Nevada for use by state agencies and other entities located in the 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 may be used by all state agencies, political subdivisions, federally recognized tribes, 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:	Tom Staves
Address:	5757 N Green Bay Ave, Milwaukee, WI 53209
Telephone:	443-676-8813
Fax:	
Email:	thomas.staves@jci.com

Participating Entity

Name:	Joshua Hartman
Address:	333 Willoughby Ave., Ste. 801, Juneau, AK, 99801
Telephone:	907-465-5758
Email:	Joshua.Hartman@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.

- 1) Section 12.3.1 Mutual Waiver of Consequential Damages in the Master Agreement shall apply to the extent allowable under Alaska law.
- 2) Contractor agrees to waive Section 12.3.2 Liability Cap in the Master Agreement
- 3) **Required Reports:** Contractor must submit quarterly reports to [doa.oppm.vendorreport@alaska.gov](mailto:doa.oppm.vendorreport@alaska.gov) and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

- 4) **Administrative Fee:** Effective upon final signature, the 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 for the quarterly period.
  - a) 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.
  - b) Administrative fee checks shall be submitted to:



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

- c) 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.
- d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) 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

- f) 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. ***“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.

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: Johnson Controls
Signature: 	Signature: <b>Eric Franklin</b> <small>Digitally signed by Eric Franklin DN: cn=Eric Franklin c=US o=JCI BSNA ou=JCI Seattle e=eric.franklin@jci.com Reason: I have reviewed this document Location: Date: 2024-02-16 11:34-08:00</small>
Name: Joshua Hartman	Name: Eric Franklin
Title: Contracting Officer	Title: Market General Manager
Date: 2/16/2024	Date: 2/16/2024

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	<a href="mailto:jatkinson@naspo.org">jatkinson@naspo.org</a>

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