

Participating Addendum Number 2024-COMP-005
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Alaska
and
NetApp U.S. Public Sector, Inc.

This Participating Addendum is entered into by State of Alaska (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 23025, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services (“Master Agreement”):

NetApp U.S. Public Sector, Inc.
8350 Broad Street, Suite 1200
Tysons, VA 22102

PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Harry Franks
Sr. Contracts Manager
harry.franks@netpp.com
(703) 918-7317

Participating Entity’s contact for this Participating Addendum is:

Jennifer Krick
Contracting Officer
Jennifer.Krick@alaska.gov
(907) 465-5680

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by Alaska Executive Branch departments and governmental entities is authorized by an individual state’s statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts 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. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this PA, the Participating Entity certifies that they have obtained all of the acknowledgement and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this PA. Contractor reserves the right to terminate a Purchasing Entity’s ability to purchase under this PA if at any time it is determined that Purchasing Entity is not eligible to purchase under this PA.
- III. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

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- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

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 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 #2024-COMP-005** 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**

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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.

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 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:

Reporting Period Due 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

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 # 2024-COMP-005 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
- Actual discount applied to customer's purchase.
- Quote Number and Procurement Document number.
- Purchasing Agency Name and address.

These reports are due the last day of the month following quarter end.

Reporting Period Due 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

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

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IX. INFORMATION TECHNOLOGY SECURITY STANDARDS.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Harry Franks
Sr. Contracts Manager
harry.franks@netpp.com
(703) 918-7317

For Participating Entity:

Jennifer Krick
Contracting Officer
jennifer.krick@alaska.gov
(907) 465-5680

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Michelle Rudnicki
Michelle Rudnicki (Mar 21, 2024 19:47 EDT)

Signature

Michelle Rudnicki

Printed Name

President

Title

Mar 21, 2024

Date

PARTICIPATING ENTITY:

DocuSigned by:

Jennifer Krick

Signature

Jennifer Krick

Printed Name

Contracting officer III

Title

3/22/2024

Date