



## For Audio Video Equipment and Services between the State of Alaska and Sound Decisions, LLC

This Participating Addendum is entered into by the 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 260000066 J, executed by Contractor and the State of Alaska (“Lead State”) for Audio Video Equipment and Services (“Master Agreement”):

Sound Decisions, LLC (“Contractor”)  
5837 E Updraft Road  
Palmer, AK 99645

**I. INSTALLATION, CONSULTATION, & MAINTENANCE SERVICES ARE INCLUDED IN THIS CONTRACT PORTFOLIO FOR THE FOLLOWING CATEGORIES:**

- Category 1 – Audio Equipment
- Category 2 – Video Equipment
- Category 3 – Photographic Equipment
- Category 4 – Screens/Display/and Projection Equipment
- Category 5 – Peripherals/Accessories

**II. PARTICIPATING ADDENDUM CONTACTS.**

For Contractor:	For Participating Entity:
Micah Mieesner	Jennifer Krick
Contracting Officer	Contracting Officer IIII
orders@sd-grp.net	<a href="mailto:jennifer.krick@alaska.gov">jennifer.krick@alaska.gov</a>
907-331-0846	907-465-5680

Any notice required herein shall be sent to the above.

- III. 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.
- IV. PARTICIPATION AND USAGE.** Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state’s statutes to use state/entity contracts and 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. 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, applicable provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. 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.
- V. GOVERNING LAW.** This Addendum and any orders placed through this Addendum are governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS



36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

- VI. 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 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 conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum (“PA”) 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.
- 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.
- IX. INFORMATION TECHNOLOGY STANDARDS. Reserved**
- X. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. 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: description of items purchased, date of purchase, contract price, retail price, the extended price for each transaction, and purchasing entity. Purchasing entities include those eligible mentioned in section III of this participant addendum.

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

- b. Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), 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.



i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.

ii. Administrative fee checks shall be submitted to:

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

iii. 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 Participating Entity.

iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

v. 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):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15

vi. The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Vendors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>.

c. Any quarter with zero sales must be reported as zero sales. This should still go to [doa.oppm.vendorreport@alaska.gov](mailto:doa.oppm.vendorreport@alaska.gov), with a Cc to the assigned contracting officer if desired, but the vendor reporting email should always be the primary email for these reports, with or without sales.

**XI. CANCELLATION.** By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum ([Alaska Administrative Order No. 352](#)).

**XII. BUSINESS LICENSE:** Contractor shall within 30-days of signature provide a copy of the Alaska Business License and shall maintain a valid business license during the term of the Master Agreement and any renewals or extensions granted by the Lead State.

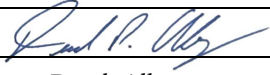
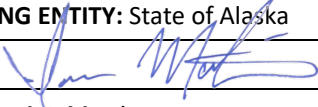
**XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspoalaska.org](mailto:pa@naspoalaska.org). The Parties acknowledge and agree that the Participating 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.

<b>CONTRACTOR:</b> Sound Decisions, LLC	<b>PARTICIPATING ENTITY:</b> State of Alaska
<b>Signature:</b> 	<b>Signature:</b> 
<b>Printed Name:</b> Derek Alley	<b>Printed Name:</b> Ian Martin
<b>Title:</b> Director of Operations	<b>Title:</b> Contracting Officer III
<b>Date:</b> 3/10/2026	<b>Date:</b> 3/10/26