

**PARTICIPATING ADDENDUM (PA)**

**NASPO ValuePoint**

**SOFTWARE VALUE-ADDED RESELLER CONTRACT  
(SVAR) Master Agreement Number: ADSP016-130651  
Administered by the State of Arizona (hereinafter "Lead State")**

Between

**SHI INTERNATIONAL CORP.**  
(hereinafter "Contractor")

And

**STATE OF ALASKA**  
(hereinafter "Participating State")  
(Participating State Contract Number: N-2016-VAR-0001)

1. Scope: This addendum covers the NASPO ValuePoint SVAR Master Agreement led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state/entity contracts.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each state agency and political subdivision that purchases products or services will be treated as if they were individual customers. Except to the extent modified by this PA, each state agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each state agency and political subdivision will be responsible for their own charges, fees, and liabilities, and will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply any charges to each state agency or political subdivision individually.

3. Participating State Modifications or Additions to Master Agreement: (These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. Administrative Fee

Beginning July 1, 2016, the contractor shall provide a quarterly administrative fee of 1.5% to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration, Division of General Services for the calculated amount equal to 1.5% of all net sales for the quarterly period.

The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.

Administrative fee checks shall be submitted to:

State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210  
ATTN: Purchasing Section

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 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.

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.

b. Volume/Usage Reports

The contractor must provide a quarterly or yearly volume report to the Participating Entity primary contact (contracting officer) as listed below, whichever is requested by the contracting officer. The report must provide enough information that allows the contracting officer to determine the amount of savings realized under the contract by both state agencies and political subdivisions. The contracting officer may determine what type of information is to be provided, including the report format subject to contractor's approval.

4. Lease Agreements: Reserved

5. Primary Contacts: The primary contact individuals for the PA as are follows (or their named successors):

**Contractor**

Name: Andrea Keno  
Phone: (425) 457-2462  
Fax:  
Email: [andrea\\_keno@shi.com](mailto:andrea_keno@shi.com)

**Participating Entity**



Name: Jason Grove  
Phone: (907) 465-5679  
Fax: (907) 465-2189  
Email: [jason.grove@alaska.gov](mailto:jason.grove@alaska.gov)

6. Subcontractors: All SHI subcontractors authorized in the State of Alaska as shown on the dedicated SHI (NASPO ValuePoint) website, are approved to provide sales and service support to ordering agencies within the Participating State. The SHI dealers' participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by an ordering agency for a product and/or service available from the 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.

This PA and the Master Agreement, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the PA and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participate State.

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

Participating State: State of Alaska	Contractor: SHI International Corp.
By: 	By: 
Name: Jason Grove	Name: Natalie Slowik
Title: Contracting Officer III	Title: Sr. Contracts Manager
Date: 8/8/16	Date: 08/09/16