

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Computer Equipment**  
**Administered by the State of Minnesota (hereinafter "Lead State")**

**MASTER AGREEMENT**  
Master Agreement No: MNWNC-103  
ByteSpeed  
(hereinafter "Contractor")

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**And**  
State of Alaska  
(hereinafter "Participating State/Entity")  
Participating State Contract Number 2015PC0003

1. **Scope:** This addendum covers the Computer Equipment/Services contract led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by 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.

3. **Order of Precedence:**

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the

Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State Modifications or Additions to Master Agreement:**

**Required Reports:**

~~Contractor must submit quarterly reports to 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

**5. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Brenda Clifton
Address	ByteSpeed, 3131 24 <sup>th</sup> Ave S., Moorhead, MN 56560
Telephone	218-227-0489
Fax	218-229-0498
E-mail	bclifton@bytespeed.com

**Participating Entity**

Name	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-5678
Fax	907 465-2189
E-mail	victor.leamer@alaska.gov



**6. Partner Utilization:** Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in

accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are: N/A

7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. 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.

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

Participating State: Alaska	Contractor:
By: 	By: 
Name: Victor Leamer	Name: Brenda Clifton
Title: Contracting Officer	Title: Marketing
Date: 7/6/2015	Date: 7/6/15

For questions on executing a participating addendum, please contact:  
NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	603-428-5708
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

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

