

PARTICIPATING ADDENDUM



INMATE COMMUNICATIONS

Led by the **State of Nevada**

Master Agreement #: 99SWC-NV22-13385
Participating Addendum #: N-2024-INCOMM-0001
Contractor: **Global Tel*Link Corporation d/b/a ViaPath Technologies (“ViaPath”)**
Participating Entity: **STATE OF ALASKA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the “Parties”).

Scope and Participation:

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Alaska and Contractor for Inmate Communications. This Participating Addendum 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. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



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CONTRACTOR:

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| Name: | Douglas Farmer (Account Executive) |
| Address: | 3120 Fairview Park Drive, Suite 300, Falls Church VA 22042 |
| Telephone: | 540-935-6605 (Douglas Farmer) |
| Email: | Douglas.Farmer@viapath.com |

PARTICIPATING ENTITY:

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

Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- 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:**

- 1) **Required Reports:** Contractor must submit quarterly reports to 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

- 2) **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.



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- 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:

ATTN: Purchasing Section
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 Participating Entity.
- 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 |

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.

- 3) **Risk of Loss**The Contractor and its insurers, if any, shall relieve the State of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, the State shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of the State or its employees.
- 4) **Equipment Collection:** The State shall allow the Contractor a reasonable opportunity to collect and remove Contractor Equipment from the State facilities.
- 5) **Change-of-Law:** Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's (or the State's) rights, obligations, or intended benefit under the Participating Addendum shall entitle Contractor (or the State) to, at its option, renegotiate or terminate the Participating Addendum.

Any limitations, modifications, or additions specified herein apply only to the agreement and



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relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

- 5. **“Reserved”**.
- 6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
- 7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

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

PARTICIPATING ENTITY

CONTRACTOR

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| Signature:  | Signature:  |
| Name: Joshua Hartman | Name: Alexandra Booker |
| Title: Contracting Officer 3 | Title: Contracts Manager |
| Date: 10/9/2023 | Date: October 6, 2023 |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.