



Interested State Information Form

Please complete this form if your state wishes to be identified as a potential Participating Entity ("Interested State") in the Request for Proposals for the NASPO ValuePoint portfolio named below (the "RFP"). A confidential draft of the RFP has been shared with NASPO primary members for review. Comments and questions on the RFP draft, as well as a completed copy of this form, may be emailed to the NASPO ValuePoint contact identified below by the indicated due date.

Submission of this form does not commit any Interested State to execution of any Participating Addendum.

I. SOLICITATION INFORMATION.

- A. Portfolio Name: _____
- B. Lead State: _____
- C. RFP Number (if available): _____
- D. NASPO ValuePoint Contact Name: _____
- E. NASPO ValuePoint Contact Email: _____
- F. Form Due Date: _____

II. STATE INFORMATION.

Please provide the information below. **Forms should be completed and submitted only with the approval of the state's NASPO primary member or designee.** If your state requires a signature from the primary member or designee to indicate approval, they may sign below.

- A. State: _____
- B. State Point of Contact Name: _____
- C. State Point of Contact Title: _____
- D. State Point of Contact Email: _____
- E. NASPO Primary Member or Designee Name: _____
- F. NASPO Primary Member or Designee Email: _____

NASPO Primary Member or Designee Signature (if required): _____

III. ESTIMATED ANNUAL VOLUME.

Please provide your state's estimated annual volume of spend on products and services within the scope of the RFP, based on historical usage and/or anticipated future usage. The Total Estimated Annual Volume for each Interested State will be included in the RFP for informational purposes only.

Providing an estimate does not commit any Interested State to any minimum or maximum volume of spend.

- A. Estimated Annual Volume for State-level Entities: _____
- B. Estimated Annual Volume for Non-state-level Entities: _____
- C. Total Estimated Annual Volume (sum of A and B): _____

IV. PARTICIPATING ADDENDUM TERMS AND CONDITIONS.

Interested States may attach state-specific terms and conditions to this form for inclusion in the RFP as potential Participating Addendum terms and conditions. Terms and conditions provided by Interested States will be shared with vendors for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

Please check one of the below.

- ☐ My state is not providing terms and conditions for inclusion in the RFP.
- ☐ My state has attached state-specific terms and conditions to this form, or included state-specific terms and conditions below, for inclusion in the RFP.

State of Alaska Specific:

I. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **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 format) 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 (the State of Alaska operates on a fiscal calendar of July 1- June 30).

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>Date</u>	<u>Due</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. If the contractor decides to make payment via ACH, this information can be obtained via email upon request from the Participating Entity contact.
- c. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska as described in Section VII.a of this participating addendum.

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

a. [Appendix B¹](#)

III. 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.

IV. INSURANCE. Each insurance policy required by this contract and participating addendum, including a Subcontractor's policy, shall include the State of Alaska as an additional insured (with the exception of the Workers' Compensation) and waive their rights of subrogation against the State of Alaska. Neither the "waiver of subrogation" or "additional insured" requirements apply to Professional Liability policies for errors and omissions.

The Contractor shall provide the State of Alaska certificate(s) of insurance necessary for the State to ensure compliance with the insurance provisions of this Addendum. The Contractor must keep the required insurance in effect during the full term of the contract including all renewals or extensions. Current certificates of insurance must be provided to the state prior to the expiration date of any required coverage; to include providing certificates of insurance for Subcontractors as applicable.

Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in the contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the

solicitation or subsequent contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

The higher coverage limit(s) will be applicable in the event there is a discrepancy between the master agreement and State of Alaska insurance requirements as determined by the Division of Risk Management.

- V. 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).