



**PARTICIPATING ADDENDUM
FLOORCOVERING & INSTALLATION SERVICES 2016-2021
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Mohawk Group
Master Agreement No: MA2283
(hereinafter "Contractor")**

And

**State of Alaska
(hereinafter "Participating State/Entity")**

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1. **Scope:** This addendum covers the Floorcovering, Installation & Related Services led by the State of Utah for use by the state agencies and other entities located in the participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

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.

The State of Alaska is a NASPO ValuePoint Member State. The Department of Administration, Shared Services of Alaska (SSoA), has the authority to sign NASPO ValuePoint Participating Addendums.

Each State agency and political subdivision, as a Participating Entity that purchases products/services from this contract will be considered an Individual Customer. Each Eligible User will be responsible to follow the terms and conditions of this RFP.

The Contractor must be current with all required State licenses, certificates, and Workers Compensation, General Liability and Automobile Liability Insurance requirements to do business with the State of Alaska, and contractor must have a valid Business license within the State of Alaska.

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

3.1 **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State Contract number: MA2283.

3.2 **Individual Customer:** Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each 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 agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity and Eligible User individually. The State is not responsible for any unpaid invoice.

3.3 Pricing: Cost of products and installation is stated in the Master Agreement and Alaska Bid Packet and have been amended by the lead State (Utah). The contractor's stated prices on the amended NASPO ValuePoint Master Agreement and web site shall be the pricing approved and agreed by Mohawk Carpet Distribution, Inc., and the Participating State by signing this Participating Addendum.
(Attachment A – Pricing)

3.4 Quarterly Reports: Contractor must submit quarterly reports to the State of Alaska Contacting Officer with an electronic usage report, which will list the purchasing entity, description of item(s) purchased, date, dollar amount, retail price, and extended price for each transaction. These reports are due within thirty (30) days of the end of a quarter in accordance with the Master Agreement.

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

3.5 State of Alaska - Administrative Fee: Effective upon the signature date of the fully executed PA 2283 agreement, Contractor agrees to provide an Administrative Fee to the State of Alaska.

a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.

b) Contractor must include the NASPO PA Number PA2283 on the check. Those checks submitted to the State without the PA2283 Number will be returned to Contractor for additional identifying information.

c) 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 – Mohawk PA 2283

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

f) 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.

4. **Lease Agreements:** Leasing IS NOT an alternative under the Master Agreement.

5. **Named Installers:** The named Installer(s) is/are the only installer(s) authorized to provide installation services under this Participating Addendum. The named Installer(s) participation will be in accordance with the terms and conditions set forth in the Floorcovering & Installation Master Agreement as well as the additional terms and conditions set forth in this Participating Addendum and all other requirements. Installers shall have separate Participating Addendums.

6. **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.

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

Lead State:

Name	Amy Gerrard, State of Utah, State Contract Analyst
Address	3150 State Office Building – Capital Hill Salt Lake City, Utah 84114
Telephone	(801) 538-3146
E-mail	agerrard@utah.gov

Contractor:

Name	AnnaLeigh Warmack, Mohawk Group
Address	160 South Industrial Boulevard Calhoun, GA 30701
Telephone	706.879.6554
E-mail	annaleigh_warmack@mohawkind.com

Participating Entity:

Name	Shavonne Jordan, State of Alaska, Statewide Contracting Officer
Address	Department of Administration, SSOA PO Box 110210 Juneau, AK 99811
Telephone	(907) 465-5682
E-mail	Shavonne.jordan@alaska.gov

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

Participating State: Alaska	Contractor: Mohawk Group
By: <i>Shavonne Jordan</i>	By: <i>Sandra Drake</i>
Name: Shavonne Jordan	Name: Sandra Drake
Title: Statewide Contracting Officer	Title: Sr. Director, Business Development
Date: <i>11/1/17</i>	Date: October 25, 2017

The Master Price Agreement Number MA2283 must be shown on all Purchase Orders issued against this Agreement.

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org