

PARTICIPATING ADDENDUM (PA)

NASPO ValuePoint

AUTO PARTS

**Master Price Agreement Number: 0900006747
Administered by the State of Oklahoma (hereinafter "Lead State")**

Between

**O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts
(hereinafter "Contractor")**

And

**State of Alaska
(hereinafter "Participating State")
(Participating State Contract Number: N-2017-AUTO-0002)**

1. Scope: This addendum covers the NASPO ValuePoint Auto Parts Master Agreement led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

All government entities within the State of Alaska, including all state agencies and local public purchasing units, cities, boroughs, school districts, and universities are authorized to purchase products and services under the terms and conditions of the Master Agreement and this Participating Addendum. Issues of interpretation and eligibility for participation for other entities are solely within the authority of the State Chief Procurement Official.

2. 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

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 DGS contracting officer, whichever is requested by the contracting officer. The report must provide information which 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, in his reasonable discretion, what type of information is to be provided by the contractor.

c. Prompt Payment Discount

All purchasing entities utilizing this Master Agreement are eligible to receive a 2% discount for all invoices paid within 10 business days from the date of receipt of the commodities and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. Purchasing entities shall consider payment being made as either the date a printed warrant issues or the date an electronic funds transfer (EFT) is initiated.

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

Contractor

Name: Chris George
Phone: (417) 829-5879
Email: cgeorge@oreillyauto.com

Participating Entity


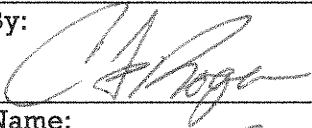
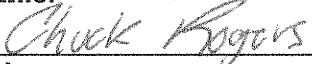
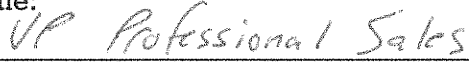
Name: Jason Grove
Phone: (907) 465-5679
Email: jason.grove@alaska.gov

4. Subcontractors: All O'Reilly Auto Parts dealers and resellers authorized in the State of Alaska as shown on the dedicated O'Reilly Auto Parts (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The dealer's and reseller's participation will be in accordance with the terms and conditions set forth in the Master Agreement.

5. Orders: Any order placed by an ordering agency 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.

Ordering agencies issuing valid Purchase or Delivery Orders will be bound by the terms and conditions of the Master Agreement, which is made part of the Participating Addendum and is incorporated by reference herein, including, without limitation, the obligation to pay the contractor for commodities and/or service provided. The parties acknowledge and agree that orders submitted to the contractor from an ordering agency's business purchasing card are authorized Purchase Orders under the Master Agreement.

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: O'Reilly Auto Parts
By: 	By: 
Name: Jason Grove	Name: 
Title: Contracting Officer III	Title: 
Date: 11/21/2016	Date: 