

**PARTICIPATING ADDENDUM (PA)**

**NASPO ValuePoint**

**AUTO PARTS**

**Master Price Agreement Number: 7-15-99-25-01**

**Administered by the State of California (hereinafter "Lead State")**

Between

**Factory Motor Parts**  
(hereinafter "Contractor")

And

**State of Alaska**  
(hereinafter "Participating State")  
(Participating State Contract Number: N-2016-VAR-0001)

1. **Scope:** This addendum covers the NASPO ValuePoint Auto Parts Master Agreement led by the State of California 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.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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. **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**

Beginning July 1, 2016, 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 what type of information is to be provided by the contractor.

4. Lease Agreements: Reserved

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

**Contractor**

Name: Daren Wright, Factory Motor Parts Fleet Sales Representative for Alaska  
Phone: (907) 279-4099 or (907) 280-7443 cell  
Fax: (907) 522-2015  
Email: d.wright@fmpco.com

**Participating Entity**


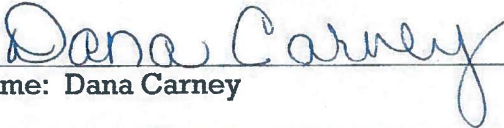
Name: Jason Grove  
Phone: (907) 465-5679  
Fax: (907) 465-2189  
Email: jason.grove@alaska.gov

6. Subcontractors: All Factory Motor Parts dealers and resellers authorized in the State of Alaska as shown on the dedicated Factory Motor Parts (cooperative contract) website, are approved to

provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Factory Motor Parts dealers' participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. 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.

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: Factory Motor Parts
By: 	By: 
Name: Jason Grove	Name: Dana Carney
Title: Contracting Officer III	Title: Fleet Contract Specialist
Date: 6/2/2016	Date: 6/2/2016