

MASTER AGREEMENT # 6480

EXHIBIT A

FORM PARTICIPATING ADDENDUM

NASPO ValuePoint

PARTICIPATING ADDENDUM

**PARKS & RECREATION EQUIPMENT
AND RELATED SERVICES**

Lead by the State of Oregon



Master Agreement #: 6480

Contractor: **NORTHWEST PLAYGROUND EQUIPMENT, INC.**
(Contractor)

Participating Entity: **STATE OF ALASKA**

All Goods or services are included in this Addendum:

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Parks & Recreation Equipment and Related Services** led by the State of Oregon for use by state agencies and other entities located in the Participating State *Alaska* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions 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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Northwest Playground Equipment, Inc. – Bob McGarvey
Address:	PO Box 2410 Issaquah, WA 98027
Telephone:	425-313-9161
Fax:	425-313-9194
Email:	bob@nwplayground.com

Participating Entity

Name:	Eric Verrelli
Address:	PO Box 110210 Juneau, AK 99801
Telephone:	907-465-5674
Fax:	
Email:	Eric.verrelli@alaska.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Email address for quarterly reports is doa.dss.vendorreport@alaska.gov. Report must show detailed sales data by customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

Reporting Period	Due Date
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

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

6. Shipping and Delivery: Per section 14 of the RFP

- A. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on

the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- B. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- C. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

7. Administrative Fee:

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- i. 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. The administrative fee per order will be capped at a maximum fee of \$2,000 per order.
- ii. Contractor must include the PA number on the check. If Checks submitted to the State without the PA number are unidentifiable, they will be returned to Contractor for additional identifying information.
- iii. Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- iv. The administrative fee shall not be included as an adjustment to the Contractor's Master agreement pricing and shall not be invoice or charged to the ordering agency.
- v. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- vi. Administrative fee checks are due for each quarter as follows:

Reporting Period



Due Date

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

- vii. 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.
8. Assignment/Transfer: The manufacturer may not assign its interest, obligations, or payments under this contract without the express prior written consent of the State of Alaska contact listed above. If a state agency agrees to an assignment of interest, obligation or payment in error, it will be considered null and void and the contract terms and conditions will prevail.
- a. Taxes: The State of Alaska is a tax-exempt entity under Chapter 32, IRS Code, Registration No. 92-6001185.
9. Price Agreement Number: All purchasing documents issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the participating state contract number: N2019PARK0001 and the lead state Master Agreement # 6480.
- This Participating Addendum and the Master Price Agreement, number N2019PARK001, (administered by the State of Alaska) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the participating state.
10. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.
11. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

12. 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.

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

Participating Entity: State of Alaska	Contractor: Northwest Playground Equipment, Inc.
Signature: 	Signature: 
Name: Eric Verrelli	Name: Bob McGarvey
Title: Statewide Contracting Officer	Title: President
Date: 4/15/2019	Date: 4/15/19

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

