



Participating Addendum N-2024-TIRE-0003
for
Tires, Tubes and Services
between
the State of Alaska
and
Bridgestone Americas Tires Operations LLC.

This Participating Addendum is entered into by **the State of Alaska** (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number **24158**, executed by Contractor and the State of Iowa for Tires, Tubes and Services (“Master Agreement”):

Bridgestone Americas Tires Operations LLC (“Contractor”)
200 4th Avenue South
Nashville, TN 37201

I. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Gregg Trosper	Guillermo Castillo
Business Development Government & Military Fleet	Contracting Officer III
Trospergregg@bfusa.com	guillermo.castillo@alaska.gov
(615) 937-3794	1-907-795-6298

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or, **July 1st 2024**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE.

This Participating Addendum may be used by all state agencies, political subdivisions, federally recognized tribes, 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. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. However, notwithstanding anything to the contrary in this Participating Addendum and Master Agreement, Contractor shall not be responsible for the acts or omissions of the Independent Dealers (as hereinafter defined) who are Authorized Distributors (as defined in the Master Agreement), which are not officers, employees, subcontractors or agents as such terms may be used in this Addendum or the documents referenced herein. Under this Addendum, services may be performed and goods may be provided by Authorized Distributors that are not owned or controlled by Contractor (“Independent Dealers”). The Independent Dealers



operate independently from Contractor, and as such the Independent Dealers are not subcontractors, representatives, agents or employees of Contractor as those terms are used in the Master Agreement and this Participating Addendum. Contractor is not liable for the services performed by the Independent Dealers and does not make representations or warranties for or on behalf of the Independent Dealers. Contractor also will not be responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses that arise from, or relate to, the gross negligence or willful misconduct of a Participating Entity or Purchasing Entity.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ninety (90) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order, along with the contact name and information for the purchasing entity. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. 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) 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>Due Date</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 contact listed in this PA.

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the applicable federal requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. N/A

X. ATTACHMENTS. No Attachments.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:	For Participating Entity:
Gregg Trospen	Guillermo Castillo
Business Development Government & Military Fleet	Contracting Officer III
Trospengregg@bfusa.com	guillermo.castillo@alaska.gov
(615) 937-3794	1-907-795-6298

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

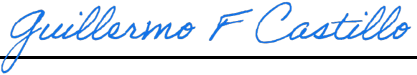
XIII. CANCELLATION. By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum ([Alaska Administrative Order No. 352](#)).

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

[Type here]

CONTRACTOR: Bridgestone Americas Tires Operations LLC		PARTICIPATING ENTITY: State of Alaska	
Signature 		Signature 	
Printed Name Gregg Trosper		Guillermo Castillo	
Title Business Development Govt & Military Fleet		Contracting Officer III	
Date 6.19.2024		Date 06/19/2024	