



Participating Addendum N-2025-MRO-0005
for
Facilities MRO & Industrial Supplies
between
the State of Alaska
and
HD Supplies Facilities Maintenance, LTD

This Participating Addendum ("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 MA **758 2500000415**, executed by Contractor and the Commonwealth of Kentucky ("Lead State") for Facilities MRO and Industrial Supplies ("Master Agreement"):

HD Supply Facilities Maintenance, LTD ("Contractor")
 3400 Cumberland Boulevard, S.E.
 Atlanta, GA 30339

I. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Vasanti Subramanian	Guillermo Castillo
Strategic Account Executive	Contracting Officer III
vasanti.subramanian@hdsupply.com	guillermo.castillo@alaska.gov
470-586-6337	1-907-795-6298

Any notice required herein shall be sent to the above.

II. DEFINITIONS.

- a. **Administrative Fee.** An amount due to the Participating Entity for administration of this Participating Addendum, as determined in accordance with this Participating Addendum.
- b. **Installation Services.** The installation component of invoiced purchases for a renovation project that is a capital expense of Participating Entity or Purchasing Entity and is coded as a renovation order in Contractor's system. Installation Services are governed by the terms and conditions in a separate written agreement or quote.
- c. **Promotional Products.** Products offered at less than Contractor's list price on a temporary basis as identified by a source code and is coded as a promotional Product in Contractor's system.
- d. **Qualifying Sales.** All invoiced purchases of Products by a Participating Entity or Purchasing Entity, excluding the following: products and services in categories not awarded under the Master Agreement, returns, purchases by third-party contractors, subcontractors, or service providers on behalf of or for the benefit of Purchasing Entities, invoices unpaid by the applicable invoice due date, purchases paid with The Home Depot ProPurchase card or any fee-bearing payment method, such as a credit card, and purchases of items sold through The Home Depot retail stores (in-store and online), Installation Services, Promotional Products, and Special Orders.
- e. **Special Orders.** Products not listed on Contractor's website that are designated by a 5-digit part number (not the standard 6-digit part number) and which are shipped directly from the Product manufacturer.

III. TERM. This Participating Addendum is effective as of the date of the last signature below or **January 1st, 2025**, 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.

IV. PARTICIPATION AND USAGE. Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by the State of Alaska's statutes to use state/entity contracts and may be subject to the acknowledgement of the State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Issues of interpretation and eligibility for participation are solely within the authority of the State

**Participating Addendum Number N-2025-MRO-0005 for
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Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory, applicable provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation.

- V. GOVERNING LAW.** This Addendum and any orders placed through this Addendum are governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with this Participating Addendum that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, 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. Capitalized terms used but not defined in this Participating Addendum shall have the meanings ascribed to them in the Master Agreement.
- a. **Pricing:** This Participating Addendum incorporates Exhibit 1 of the Master Agreement
 - b. **Products and Services** All products and services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

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.

- VII. 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.
- a. **Shipping:** Purchasing Entity will pay for freight from Seattle for items considered oversized or overweight that require special shipping. The quoted price will include a line for freight from Seattle to Purchasing Entity location and added as a separate item(freight) on the invoice. This line must appear on invoice as proof of freight cost. The freight price will be a not-to-exceed price for shipping. No request for extra delivery cost will be honored."
 - b. **Return Policy:** Contractor will accept returned Product in its original packaging up to 90 days from the date of purchase. Damaged items and/or short shipped orders must be reported to Contractor within three business days of receipt. Some items cannot be returned to Contractor. These include:
 - i. Customized Orders, such as custom made-to-order and fabricated items
 - ii. Ships From Manufacturer items
 - iii. Hazardous materials
 - iv. Products shipped outside the continental United States
 - v. Special orders, such as noncatalog items and volume purchases
 - vi. Warranty items

VIII. WARRANTY.

- a. **Disclaimer of Warranty.** Contractor is a reseller of Products only, and as such does not provide any warranty for the Products it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to Participating Entity or Purchasing Entity any transferable manufacturer's standard warranties with respect to Products purchased hereunder. EXCEPT AS SET FORTH HEREIN AND APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY CONTRACTOR.

**Participating Addendum Number N-2025-MRO-0005 for
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PARTICIPATING ENTITY OR PURCHASING ENTITY AND PERSONS CLAIMING THROUGH PARTICIPATING ENTITY OR PURCHASING ENTITY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF PRODUCTS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE PRODUCTS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. PARTICIPATING ENTITY AND PURCHASING ENTITY, SHALL PASS THESE TERMS AND SUBSEQUENT BUYERS AND USERS OF PRODUCTS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF PRODUCTS, USE, MISUSE, ALTERATION OR MODIFICATION OF PRODUCTS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY PARTICIPATING ENTITY OR PURCHASING ENTITY. CONTRACTOR DOES NOT CERTIFY OR GUARANTEE THAT ANY PRODUCTS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.

- b. **Warranty Solutions:** Contractor agrees to provide assistance to any Participating Entity or Purchasing Entity with any manufacturer's warranty process through contractor's Warranty Solutions service. Warranty Solutions may be reached via email at fmwarrantysolutions@hdsupply.com or via phone at 1.800.782.4154.

IX. 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 Participating Addendum. 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.

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:** Each State Fiscal Quarter, Contractor shall calculate an Administrative Fee equal to 1.5% of the Qualifying Sales made under Orders during that quarter. Contractor shall remit all Administrative Fees in the form of a check to the Participating Entity's address set forth below with the payee as "State of Alaska, the Department of Administration, Office of Procurement and Property Management." Each Administrative Fee shall be accompanied by a detailed report.

- i. Contractor shall pay the Administrative Fee for each quarter by the due dates shown below. Contractor must include the Participating Addendum 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.

**Participating Addendum Number N-2025-MRO-0005 for
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iv. 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

c. Any quarter with zero sales must be reported as zero sales. This should still go to doa.oppm.vendorreport@alaska.gov with a Cc to the assigned contracting officer if desired, but Contractor's reporting email should always be the primary email for these reports, with or without sales.

- X. 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.
- XI. CANCELLATION.** By signing this Participating 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](#)).
- 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. LIMITATIONS OF LIABILITY.** EXCEPT FOR CONTRACTOR'S INDEMNITY OBLIGATIONS HEREUNDER, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE COMMERCIAL GENERAL LIABILITY REQUIREMENTS SET FORTH IN SECTION 13.3.1 OF THE MASTER AGREEMENT. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.

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.

Participating Addendum Number N-2025-MRO-0005 for
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CONTRACTOR: HD Supply Facilities Maintenance, LTD	PARTICIPATING ENTITY: State of Alaska
DocuSigned by: Signature <i>Bruce Reifsteck</i>	DocuSigned by: Signature <i>Guillermo Castillo</i>
6083B7EBC778455... Printed Name Bruce Reifsteck	F3291A8B9AC04C4... Guillermo Castillo
Title Vice President, Government Housing.	Contracting Officer III
Date 1/6/2025	Date 1/6/2025

Certificate Of Completion

Envelope Id: CDD0C143-7976-4A74-9653-0327A2E374D8	Status: Completed
Subject: Complete with Docusign: Final HDS Signed_Alaska Draft--HD_NASPO_MA 758 00000415_AK_PA_N-2025-MR...	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Guillermo Castillo
Time Zone: (UTC-09:00) Alaska	PO Box 110206
	Juneau, AK 99811
	guillermo.castillo@alaska.gov
	IP Address: 136.226.55.19

Record Tracking

Status: Original	Holder: Guillermo Castillo	Location: DocuSign
1/6/2025 9:22:14 AM	guillermo.castillo@alaska.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Alaska	Location: DocuSign

Signer Events

Guillermo Castillo
guillermo.castillo@alaska.gov
Contracting Officer III
State of Alaska, DOA, OPPM
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

F3291A8B9AC04C4...
Signature Adoption: Pre-selected Style
Using IP Address: 72.35.98.253

Timestamp

Sent: 1/6/2025 9:23:05 AM
Viewed: 1/6/2025 9:23:34 AM
Signed: 1/6/2025 9:23:48 AM

Electronic Record and Signature Disclosure:

Accepted: 1/19/2023 4:08:02 PM
ID: 17ddc016-4fbd-4c34-a10f-f4b2432d123d
Company Name: State of Alaska

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/6/2025 9:23:05 AM
Certified Delivered	Security Checked	1/6/2025 9:23:34 AM
Signing Complete	Security Checked	1/6/2025 9:23:48 AM
Completed	Security Checked	1/6/2025 9:23:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.