

STATE OF ALASKA

BILATERAL AMENDMENT TO PARTICIPATING ADDENDUM

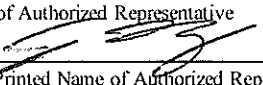
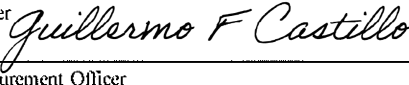
Goods and Non-Professional Services

1. Participating Addendum Number
N-2024-EDGES-0006
2. Portfolio Title
SNOWPLOW AND GRADER CUTTING EDGES
3. Master Agreement Number
47648
4. Lead State
State of Vermont
5. Cooperative purchasing Program
NASPO ValuePoint
6. Amendment No.
ONE

This agreement is between the State of Alaska,				
7. Department of	DEPARTMENT OF ADMINISTRATION, OFFICE OF PROCUREMENT AND PROPERTY MANAGEMENT (OPPM) hereafter the State, and			
8. Contractor	Winter Equipment Company Inc hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State	ZIP Code
	1900 Joseph Lloyd Parkway	Willoughby	OH	44094

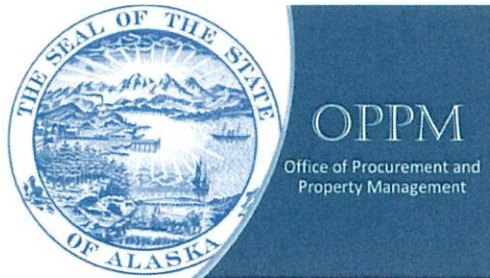
9. This Amendment Serves To:
Provides an additional subsection under section VI. Orders. of Participating Addendum N-2024-EDGES-0006 for Snowplow and Grader Cutting Edges between the State of Alaska and Winter Equipment Company Inc.
- a) Additional subsection:
SHIPPING PRICE. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Ordering agency will pay for freight from Seattle. The Quoted price will include a line for freight from Seattle to Ordering Agencies 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) Participating Addendum N-2024-EDGES-0006 Attached.
- c) Effective as of the date of the last signature below.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm Winter Equipment Company Inc	Department/Division Administration / Office of Procurement and Property Management
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Jim Ng, Chief Financial Officer	Typed or Printed Name of Procurement Officer Guillermo Castillo
Date 6/6/2024	Date 06.06.2024

**Participating Addendum Number N-2024-EDGES-0006 for
SNOWPLOW AND GRADER CUTTING EDGES**

Between **the State of Alaska** and
Winter Equipment Company Inc.



**Participating Addendum N-2024-EDGES-0006
for
SNOWPLOW AND GRADER CUTTING EDGES
between
the State of Alaska
and
Winter Equipment Company Inc.**

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 47648**, executed by Contractor and the **State Vermont for Snowplow and Grader Cutting Edges** ("Master Agreement"):

Winter Equipment Company Inc. ("Contractor")
1900 Joseph Lloyd Parkway
Willoughby, OH 44094

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Christine Marsiglio
Contract Specialist
cmarsiglio@winterequipment.com
800-294-6837

Participating Entity's contact for this Participating Addendum is:

Guillermo Castillo
Center Manager / Contracting Officer III
guillermo.castillo@alaska.gov
907-795-6298

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **May 3, 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.

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Winter Equipment Company Inc.



- 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. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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 format) 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.

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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 requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS: Reserved

X. ATTACHMENTS. This Participating Addendum includes the following attachments: **No Attachments**

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

For Contractor:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

For Participating Entity:

Guillermo Castillo
Center Manager / Contracting Officer III
guillermo.castillo@alaska.gov
907-795-6298

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Between **the State of Alaska** and
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- 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.

CONTRACTOR:



Signature
Jim Ng

Printed Name
CFO

Title
May 6, 2024

Date

PARTICIPATING ENTITY:



Signature
Guillermo Castillo

Printed Name
Contracting Officer III

Title
05/6/2024

Date