



Participating Addendum N-2024-CE-0002
for
HEAVY CONSTRUCTION &
INDUSTRIAL EQUIPMENT
between
the State of Alaska
and
CATERPILLAR, 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 **OK-SW-192-200**, executed by Contractor and the State of Oklahoma for Heavy Construction & Industrial Equipment ("Master Agreement"):

Caterpillar, Inc. ("Contractor")
 100 NE Adams Street
 Peoria, IL 61629

I. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Lynsey Stoick	Guillermo Castillo
	Contracting Officer III
Stoick_lynsey_M@cat.com	guillermo.castillo@alaska.gov
309-273-9555	1-907-795-6298

Any notice required herein shall be sent to the above.

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **April 10th, 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.** Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts and may be subject to the acknowledgement of the respective 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 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. 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.** 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 the agreement 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.
- 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 and Services** All products and services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- b. 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.

- 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.dss.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.

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.

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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. 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](#)).
- X. 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.

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: CATERPILLER, INC.	PARTICIPATING ENTITY: State of Alaska
DocuSigned by: Signature <i>Hans Ritter</i> 9BCEAC51A083455...	DocuSigned by: Signature <i>Guillermo Castillo</i> F3291A3B9AC04C4...
Hans Ritter	Guillermo Castillo
VP of Marketing & Sales	Contracting Officer III
Date 10/3/2024	Date 10/4/2024

DS
MES

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

This Assignment and Consent to Assignment Agreement (the “Assignment”) is made and entered into effective as of September 19th, 2024 (the “Effective Date”) by and between the state of Oklahoma, as the Lead State under the Oklahoma NASPO Valuepoint Master Agreement No. OK-SW-192-200 (“Lead State”), the state of Alaska under the Participating Addendum to the NASPO Valuepoint Master Agreement No. OK-SW-192-200 (“Participating State”), Caterpillar Inc. (“Assignor”), and Harnish Group Inc. (“Assignee”).

WHEREAS, Caterpillar and the State of Oklahoma executed the NASPO Valuepoint Master Agreement No. OK-SW-192-200 on or about March 6th, 2024 (the “Master Agreement”);

WHEREAS, the State of Oklahoma is the Lead State on the Master Agreement and Section 14.3 Assignment/Subcontracts only permits Caterpillar to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under the Master Agreement with the written consent of the Lead State;

WHEREAS, Harnish Group Inc. is the authorized Caterpillar dealer for the state of Alaska;

WHEREAS, Assignor desires to assign all its rights, interests, duties, liabilities, responsibilities and obligations under the Participating Addendum to Assignees;

WHEREAS, Assignees agree to accept the assignment of all the rights, interests, duties, liabilities, responsibilities and obligations from Assignor of the Participating Addendum and the Master Agreement as applied to the Participating Addendum;

WHEREAS, pursuant to the Master Agreement, Assignor must receive the Lead State’s prior written consent to assign rights under the Master Agreement;

WHEREAS, pursuant to the Participating Addendum, Assignor must receive the Participating State’s prior written consent to assign the Participating Addendum;

WHEREAS, Alaska as the Participating State under the Participating Addendum consents to the assignment of the rights, interests, duties, liabilities, responsibilities and obligations of the Participating Addendum from Assignor to Assignees as set forth in this Assignment;

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the parties agree as follows:

1. Assignor and Assignees each represent that this Assignment is for all of Assignor’s rights, interests, duties, liabilities, responsibilities and obligations under the Participating Addendum.
2. Assignees assume all rights, interests, duties, liabilities, responsibilities and obligations under the Participating Addendum as of the Effective Date. Assignees hereby accept all the terms and conditions of the Participating Addendum and consent to be bound by such terms and conditions.
3. Participating State hereby acknowledge and consent to the assignment of the Participating Addendum from Assignor to Assignees as set forth herein.

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

4. Assignor, Assignees, and Participating State hereby agree that by executing this Assignment, the parties accept the terms and conditions of this Assignment.
5. The notice addresses for Assignees for purposes of the Agreement is as follows:

Name: Zach Tuiasosopo
Address: 17025 West Valley Highway
Tukwila, WA 98188
Phone: 425-251-9800
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Alaska (without giving effect to the principles of conflicts of law thereof).
8. All capitalized terms used in this Assignment that are not otherwise defined herein shall have the respective meanings ascribed to such terms in the Master Agreement or the Participating Addendum, as appropriate. Except as specifically modified herein, the Master Agreement and Participating Addendum remains in full force and effect. This Assignment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Assignment by signing any of such counterparts.

Signature Page to Follow

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives, to be effective as of the Effective Date.

STATE OF ALASKA (“PARTICIPATING STATE”)

DocuSigned by:
By: Guillermo Castillo
F3291A8B9AC04C4...
Name: Guillermo Castillo
Title: Contracting Officer III

CATERPILLAR INC. (“ASSIGNOR”)

DocuSigned by:
By: Hans Ritter
9BCEAC51A083455...
Name: Hans Ritter
Title: VP of Marketing & Sales DS
MES

HARNISH GROUP INC. (“ASSIGNEE”)

Signed by:
By: Zach Tuiasosopo
66BBA7FAB491475...
Name: Zach Tuiasosopo
Title: Governmental Sales Manager