#### NASPO ValuePoint

## **PARTICIPATING ADDENDUM**



## PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

Master Agreement #: OK-MA-818-010

Participating Addendum #: N2019T00L0003

Contractor: HILTI, INC.

Participating Entity: STATE OF ALASKA

The following products or services are included in this contract portfolio:

 All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

## **Master Agreement Terms and Conditions:**

- Scope: This addendum covers the Professional Grade Tools and Diagnostic Equipment led
  by the State of Oklahoma for use by state agencies and other entities located in the
  Participating State authorized by that State's statutes to utilize State contracts with the prior
  approval of the State's Chief Procurement Official.
- 2. <u>Participation</u>: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, 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. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

#### Contractor

Name:	Bruce Mitchell
Address:	5400 South 122 <sup>nd</sup> East Avenue
Telephone:	800-879-8000
Fax:	800-879-7000
Email:	contractadmin@hilti.com

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Mindy Birk
333 Willoughby Ave., Suite 801, Juneau, AK 99801
(907) 465-5678
(907) 465-2189
melinda.birk@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

1) Required Reports: Contractor must submit quarterly reports to the following dedicated email address doa.dss.vendorreport@alaska.gov. 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

- 2) Administrative Fee: Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Shared Services of Alaska for the calculated amount equal to 1.5% of the net sales for the quarterly period.
  - Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

conditions.

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b) Administrative fee checks shall be submitted to:

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

- c) The administrative fee shall be included as an adjustment to Contractor's Master Agreement pricing.
- Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- e) 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	

- f) 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.
- 5. <u>Subcontractors</u>: 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.
- 6. 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.

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

Participating Entity:	Contractor:
State of Alaska	Hilti, Inc.
Signature:	Signature:
Mindy Birk	Brua Mitchell
Name:	Name:
Mindy Birk	Bruce Mitchell
Tillo	Title:
Title:	
Contracting Officer III	Assistant Secretary, Contract Manager, CPCM, CFCM
Date:	Date:
9/11/18	September 11, 2018

For questions on executing a participating addendum, please contact:

## NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@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.]