

Participating Addendum Number N-2024-CE-001
for
HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT
between
STATE OF ALASKA
and
CLARK EQUIPMENT COMPANY

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-192-300**, executed by Contractor and the State of Oklahoma for Heavy Construction & Industrial Equipment (“Master Agreement”):

Clark Equipment Company (“Contractor”)
 250 East Beaton Drive
 West Fargo, ND 58078

- 1) **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 the Contractor and Participating Entity and Purchasing Entities. by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
- 2) **PARTICIPATION:** 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 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.
- 3) **PARTICIPATING ADDENDUM CONTACTS (or their named successors):**

For Contractor:	For Participating Entity:
Randy Fuss	Guillermo Castillo
Director – Government Accounts	Contracting Officer III
Randy.Fuss@doosan.com	guillermo.castillo@alaska.gov
701-241-8746	1-907-795-6298

- 4) **TERM.** This Participating Addendum is effective as of the date of the last signature below or 07/10/2023, 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.
- 5) **Governing Law and Venue:** 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.
- 6) **Equipment Leasing:** Leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity as noted in terms and conditions of Master Agreement **OK-SW-192-300.**
- 7) **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services in the State of Alaska 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.
Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.
- 8) **ORDERS:** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. 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.
- 9) **FREIGHT CHARGES:** All deliveries will be F.O.B. destination. All transportation and handling charges will be paid by the ordering entity. Charges paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
- 10) **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:
- 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.
- 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 a check, 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. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- ii) Administrative fee checks shall be submitted to:

State of Alaska, Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214
- c) 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 ordering agency.
- d) 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:

<u>Reporting Period</u>	<u>Due Date</u>
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 sent to doa.oppm.vendorreport@alaska.gov.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

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:	PARTICIPATING ENTITY: State of Alaska
Signature <i>Randy L. Fuss</i>	Signature <i>Guillermo F Castillo</i>
Printed Name Randy L. Fuss	Guillermo Castillo
Title Director, Government Accounts	Contracting Officer III
Date 12/04/2023	Date 12/04/23