

STATE OF VERMONT PARTICIPATING ADDENDUM # 47748
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Heavy Construction & Industrial Equipment
Led by the State of Oklahoma
NASPO Master Agreement #OK-SW-192-200

Contractor: Caterpillar Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/>

1. **Parties.** This is a contract (hereinafter the "Agreement") between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above ("Master Agreement") at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor's awarded categories are:
 - a. **Heavy Construction Equipment**
Category includes equipment such as: Articulated Dump Haulers, Articulated Haulers, Backhoes, Cold Planers, Compactors- Road and Asphalt, Dozers, Motor Graders, Pavers, Reclaimers, Site Reclaimers, Site Dumpers, Skid Steers, Telehandlers, Track Excavators, Tracked Loaders, Wheel Loaders, Wheeled Loaders, Wheeled Excavator and Sweeper Equipment - Mechanical, Airport/Runway, Walk Runway, Walk Behind, Riding, Parking Lot, Sidewalk Sweeping Equipment Asphalt Distributor, Chip Distributor, Chip Spreader, Crack Router/Sealant, Ditcher, Emulsion Tank, Patch Truck, Patchers, Road Widener, Scraper, Screed, Sprayer / Water Truck / Water Tank, and Stabilizer.
 - b. **Industrial Equipment**
Category includes equipment such as: Air Compressors, Back Up Battery Packs, Generators, Forklifts, Light Towers, Portable Generators, and pull-behind portable solar charging stations.
 - c. **Value Added Option for Additional Equipment**
Category allows for Contractor to offer their most frequently purchased items or special contract listings for this agreement as a value add. These items shall hold cost for the initial period of the contract. In addition, Contractor may offer as a value add to this agreement, other equipment and / or categories which fall under the general guidelines of these equipment types. This category may include emerging technology in equipment or general enhancements such as, Brooms, Conveyers (Drum, Single, Double, Combi, Stati), Melter, Mills, Mixers, Oil Distributor, Rollers, Remote Control, Automation, Safety Features, and Alternative Fuel Options.

Revision Date: February 19, 2026



STATE OF VERMONT PARTICIPATING ADDENDUM # 47748

Contractor: Caterpillar

3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Each State Purchaser and Additional Purchaser is referred to herein as a "Purchasing Entity" or collectively as "Purchasing Entities". Issues concerning a Purchasing Entity's eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Agreement and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** This Agreement shall be effective on July 15, 2026 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Restricted/Disallowed Products and Services.** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
 - a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - b. Regulation of Hydrofluorocarbons. Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
7. **No Lease Agreements with State Purchasers.** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.



STATE OF VERMONT PARTICIPATING ADDENDUM # 47748

Contractor: Caterpillar Inc

8. Requirements for Ordering.

- a. Each order placed under this Agreement ("Order" or "Purchase Order") shall be considered a sale between the Purchasing Entity and the Contractor and shall be deemed to incorporate all the terms and conditions of this Agreement. Nothing contained in any Order made under this Agreement shall amend or vary the terms of this Agreement. Additional terms which do not conflict with the terms of this Agreement may be included in an Order, if mutually agreed upon by the Contractor and the Purchasing Entity.
- b. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period.
 - i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.
 - ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- c. All orders placed under this Agreement must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Agreement Number (shown in the header on page one).
- d. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
- e. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.



STATE OF VERMONT PARTICIPATING ADDENDUM # 47748

Contractor: Caterpillar Inc

9. Requirements for Ordering Applicable to State Purchasers Only. The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

- a. Contractor understands that State Purchasers are expected to informally compete their requirements among the awarded vendors to place Purchase Orders under this Agreement, and Contractor agrees to make best efforts to promptly respond to solicitations for quotes. Competition guidelines are posted online at <https://bgs.vermont.gov/content/construction-equipment>

10. Payment Provisions and Invoicing.

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.



STATE OF VERMONT PARTICIPATING ADDENDUM # 47748

Contractor: Caterpillar Inc

11. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

12. ***Fulfillment Partners/Authorized Resellers.***

- a. Resellers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Reseller"). Any Authorized Resellers will be listed on the Contractor's dedicated webpage listed atop this Agreement.
 - b. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
 - c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
13. ***Reporting.*** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.
14. ***Prior Approvals.*** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.



STATE OF VERMONT PARTICIPATING ADDENDUM # 47748

Contractor: Caterpillar Inc

fully set forth in the order. A copy of this document is available online at:
<https://bgs.vermont.gov/purchasing-contracting/forms>.

- d. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 7/10/2026

Signed by:
 Signature: Emily Kisicki
0F4DF00BC0AD4C6...

Name: Wanda Minoli

Commissioner - Buildings and
 Title: General Services

By Caterpillar Inc.

Date: 7/4/2026

Initial
CD
 DocuSigned by:
 Signature: Rodney Wilson
AF3F86CA33EA437...

Initial
KW
 Name: Rodney Wilson

Title: VP Marketing and Sales

