

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES
Administered by the State of Vermont (hereinafter "Lead State")**

MASTER AGREEMENT
Chemung Supply Corp
Master Agreement No: 29533
(hereinafter "Contractor")

And

State of Iowa
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Snowplow Blade Cutting Edges led by the State of Vermont for use by state agencies and other entities located in the Participating **of Iowa** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable standards and seek approval from the State of Iowa - Space Management and Leasing Division Administrator when required as directed by administrative code before purchasing from this contract.)

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- A. Payment Terms: Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- B. Affirmative Action: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan,

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containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

- C. Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

Quarter Ending	Report Due
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

- D. Administrative Fees: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa - DAS/Central Procurement

Attention: DAS-CP COO

1305 East Walnut Street

Des Moines, IA50319

4. Lease Agreements: Procurement and other applicable laws of some Participating Entities may permit the use of leasing or alternative financing methods for the acquisition of products under the Master Agreement. The terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and the Participating Entity. When leasing or using alternative financing methods for this Participating Addendum, the Participating Entity is to follow the policy and guidelines outlined by their purchasing authority or state regulations, statutes, or any other applicable laws.

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5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Mike Menner, Chemung Supply
Address	2420 Corning Road, Elmira, NY 14903
Telephone	607-733-5506
Fax	607-732-5379
E-mail	mmenner@chemungsupply.com

Participating Entity

Name	Iowa Department of Administrative Service – David Kuldig
Address	1305 East Walnut Street, Des Moines, IA 50265
Telephone	515-745-2796
E-mail	David.kuldig@iowa.gov

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of Iowa, 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 **[contractors]** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. 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 State: Iowa Department of Administrative Services	Contractor: <i>Chemung Supply Corp.</i>
By: <i>David Kundid</i>	By: <i>[Signature]</i>
Name: David Kundid	Name: <i>Mike Manner</i>
Title: Purchasing Agent III	Title: <i>VP, Winter Products</i>
Date: 2/1/2022	Date: <i>2/1/2022</i>