

Participating Addendum Number 240051985
for
SNOWPLOW AND GRADER CUTTING EDGES
between
the State of Iowa
and
Winter Equipment Company Inc.

This Participating Addendum is entered into by the State of Iowa (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 47648, executed by Contractor and the State of Vermont for Snowplow and Grader Cutting Edges (“Master Agreement”):

Winter Equipment Company Inc. (“Contractor”)
1900 Joseph Lloyd Parkway
Willoughby, OH 44094

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Christine Marsiglio
Contract Specialist
cmarsiglio@winterequipment.com
800-294-6837 ext 224

Participating Entity’s contact for this Participating Addendum is:

Rick Tucker
Purchasing Agent
rick.tucker@iowa.gov
515-360-9912

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or March 29, 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.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. 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.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
- 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 the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - 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.

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) 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. 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. Quarterly Sales Report. The Contractor must keep a record of the purchases made pursuant to the Contract and submit a report to the Agency on a quarterly basis. The report must identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor must submit quarterly reports via email to the State of Iowa Contract Manager.

Quarterly Reporting Schedule – based on calendar year

Quarter 1 Jan 1 – Mar 31 (Due Apr 30)

Quarter 2 Apr 1 – Jun 30 (Due July 31)

Quarter 3 Jul 1 – Sep 30 (Due Oct 31)

Quarter 4 Oct 1 – Dec 31 (Due Jan 31)

b. Administrative Fee. Without affecting the approved Goods prices or discounts specified in the NASPO ValuePoint Master Agreement, the Contractor shall submit to the State of Iowa a **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee is to be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

There are two (2) payment options available to submit quarterly administrative fees to the State of Iowa:

- i. By check made payable to “Iowa Department of Administrative Services” mailed to:
State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor Des Moines, IA 50319
Des Moines, IA 50319
- ii. Online by credit/debit card (MasterCard, Visa, Discover, or American Express) or ACH/e-check (an electronic version of a paper check processed using a checking or savings account). The online payment system is available 24 hours a day, 7 days a week.
 - a. Credit Card Fees: \$1.50 processing fee plus 2.5% of total
 - b. ACH/e-check Fees: \$1.50 processing fee plus \$1.50 ACH/e-check fee

Link to pay State of Iowa contract administrative fees:

<https://ia.accessgov.com/das-procurement-admin/Forms/Page/das-procurement-admin/das-vendor-fees/>

NOTE: The State will not provide routing details for the State's Treasury bank account.

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. INFORMATION TECHNOLOGY STANDARDS.

a. Definitions. For the purposes of this Participating Addendum, the following term shall have the meaning set forth below:

i. **“End User Agreement”** means any agreement that Contractor requires a state agency, board, commission, political subdivision, or other intended user of the purchased Product(s) (including, if applicable, Embedded Software) to agree to in order to participate in this Participating Addendum, including an end user agreement, end user licensing agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.

b. End User Agreements. If Contractor requires any state agency, board, commission, political subdivision, or other intended user of the purchased Product(s) (including, if applicable, Embedded Software) to execute an End User Agreement before participating in this Participating Addendum or utilizing Products purchased pursuant to this Participating Addendum, then a copy of the End User Agreement must be attached to this Participating Addendum as an attachment. The Term of the End User Agreement shall not exceed the term of this Participating Addendum, and the End User Agreement will automatically terminate upon the completion of termination of this Participating Addendum. An End User Agreement must reference this Participating Addendum, and may not be amended or changed unless approved in writing by the parties. The Purchasing Entity and/or any other party(ies) to an End User Agreement will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Participating Addendum.

x. MODIFICATIONS. This Participating Addendum includes Modifications or Additions to the Master Agreement.

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. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

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

c. Certificate of Liability Insurance

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages which may be provided by Contractor via either policies of insurance or as a self-insurer:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity’s Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

d. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating Entity.

e. Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

f. Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the Participating Entity any sum under the terms of this Participating Addendum, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Participating Entity may, in its sole discretion, set off any such sum against:

- i. Any sum invoiced by, or owed to, Contractor under this Participating Addendum, or
- ii. Any sum or amount owed by the Participating Entity to Contractor, unless otherwise required by law.

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The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

g. Tax Exemption

The State of Iowa is sales tax exempt within the state of Iowa. Invoices should not contain sales tax for services purchased in the state of Iowa.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Christine Marsiglio
Contract Specialist
cmarsiglio@winterequipment.com
800-294-6837 ext 224

For Participating Entity:

Rick Tucker
Purchasing Agent
rick.tucker@iowa.gov
515-360-9912

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

XIII.

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:



Signature

Jim Ng

Printed Name

CFO

Title

May 14, 2024

Date

PARTICIPATING ENTITY:



Signature

Rick Tucker

Printed Name

Purchasing Agent

Title

May 14, 2024

Date

240051985 Winter PA

Final Audit Report

2024-05-14

Created:	2024-05-13
By:	Rick Tucker (rick.tucker@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAskCASfOOPgrtsSIIWuboYyeSSZ7inVqN

"240051985 Winter PA" History

-  Document created by Rick Tucker (rick.tucker@iowa.gov)
2024-05-13 - 2:06:39 PM GMT- IP address: 165.206.169.150
-  Document emailed to Jim Ng (jng@winterequipment.com) for signature
2024-05-13 - 2:07:53 PM GMT
-  Email viewed by Jim Ng (jng@winterequipment.com)
2024-05-14 - 4:17:06 PM GMT- IP address: 12.47.41.66
-  Document e-signed by Jim Ng (jng@winterequipment.com)
Signature Date: 2024-05-14 - 4:21:38 PM GMT - Time Source: server- IP address: 12.47.41.66
-  Document emailed to Rick Tucker (rick.tucker@iowa.gov) for signature
2024-05-14 - 4:21:40 PM GMT
-  Email viewed by Rick Tucker (rick.tucker@iowa.gov)
2024-05-14 - 4:30:06 PM GMT- IP address: 74.125.212.66
-  Document e-signed by Rick Tucker (rick.tucker@iowa.gov)
Signature Date: 2024-05-14 - 4:32:31 PM GMT - Time Source: server- IP address: 165.206.169.150
-  Agreement completed.
2024-05-14 - 4:32:31 PM GMT