



Participating Addendum Number 25308
for
Mobile Traffic Control & Safety Devices
Between the State of Iowa
and
Street Smart Rentals, LLC.

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 State of Minnesota Contract No. 202192 for Mobile Traffic Control & Safety Devices ("Master Agreement"):

Street Smart Rentals, LLC. ("Contractor")
7526 4th Avenue
Lino Lakes, MN 55014

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ryan Kilpatrick
Government Sales Manager
rkilpatrick@streetsmartrental.com
(612) 597-5547

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 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 Minnesota Department of Administrative Services State Procurement 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 Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on State of Minnesota 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. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by 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. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- 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.
- 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)
- 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. 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

**Participating Addendum Number 25308 for
Mobile Traffic Control & Safety Devices**

Between **the State of Iowa** and **Street Smart Rentals, LLC.**



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.

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.

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

For Contractor:

Ryan Kilpatrick
Government Sales Manager
rkilpatrick@streetsmartrental.com
(612) 597-5547

For Participating Entity:

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

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO Minnesota Department of Administration State Procurement. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to Minnesota Office of State Procurement at osphelp.line@state.mn.us. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the Minnesota Office of State Procurement website if needed.

SIGNATURE. The undersigned for each Party represent 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:

Ryan Kilpatrick

Signature

Ryan Kilpatrick

Printed Name

Governmental Sales Manager

Title

05/14/2025

Date

PARTICIPATING ENTITY:

Rick Tucker

[Rick Tucker \(May 14, 2025 10:28 CDT\)](#)

Signature

Rick Tucker

Printed Name

Purchasing Agent

Title

05/14/2025

Date









Street Smarts PA 25308

Final Audit Report

2025-05-14

Created:	2025-05-14
By:	Rick Tucker (rick.tucker@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACJ1t043fHWGCp6QQ7vUOy0To3_S2dFL-

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