

PARTICIPATING ADDENDUM
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Pierce Manufacturing, Inc.
Master Agreement No: 8200027988
(hereinafter "Contractor")

And

State of West Virginia
(hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the Fire Trucks and Fire Apparatus led by the State of Mississippi for use by state agencies and other entities located in the State of West Virginia 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.

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

A. The terms contained in the **WV-96** attached hereto as **Exhibit A**.

B. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

C. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West

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Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- D. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- E. REPORTS:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:
- a. Ordering Entity;
 - b. Purchase order number;
 - c. Description;
 - d. Quantity;
 - e. Price.

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These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

4. Lease Agreements: Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions has the authority to do so.

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

Contractor

Name	Kristina Spang
Address	2600 American Drive, Appleton, WI 59414
Telephone	(920) 832-3000
Fax	
E-mail	kspang@piercemfg.com

Participating Entity

Name	West Virginia Purchasing Division
Address	2019 Washington St., East, Charleston, WV 25305
Telephone	304-558-2306
Fax	304-558-3970
E-mail	w.michael.sheets@wv.gov

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6. **Subcontractors:** All contactors, dealers and resellers authorized in the State of West Virginia, as shown on the dedicated website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's 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.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: West Virginia Purchasing Division	Contractor: <i>PIERCE MANUFACTURING INC.</i>
By: 	By: 
Name: W. Michael Sheets	Name: <i>Michael E. Padc</i>
Title: Purchasing Director	Title: <i>VP Finance</i>
Date: <i>08/21/19</i>	Date: <i>8/16/19</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

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**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]**