

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Snowplow Blade Cutting Edges
Administered by the State of Vermont (hereinafter "Lead State")**

Master Agreement
Valk Manufacturing Company
Vermont Contract No: 29018
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Snowplow Blade Cutting Edges led by the State of Vermont (Master Agreement No. 29018) for use by state agencies and other entities located in the State of Idaho, as provided below.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through June 30, 2017, unless extended, renewed or terminated earlier.

4. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 4.1 Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).
- 4.2 Amendments: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.
- 4.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Participating (Ordering) Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1st Quarter July 1 - Sept 30
 2nd Quarter Oct 1 - Dec 31
 3rd Quarter Jan 1 - Mar 31
 4th Quarter Apr 1 - Jun 30

October 31st
 January 31st
 April 30th
 July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

5. Primary Contacts: The primary contact individuals for this PADD are as follows:

Lead State

Name	Steve Smith, State of Vermont, Office of Purchasing and Contracting
Address	10 Baldwin St., Montpelier, Vermont 05633-7501
Telephone	802-828-4681
Fax	802-828-2222
E-mail	steven.smith@state.vt.us

Contractor - Administrative

Name	Jamie Perone
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	ap@valkmfg.com

Contractor – Ordering/Purchasing Contact

Name	Dan Cribari
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	plowsales@valkmfg.com

Participating State

Name	Daniel Downen, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1605
Fax	208-327-7320
E-mail	daniel.downen@adm.idaho.gov

6. Subcontractors: The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the State of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors,

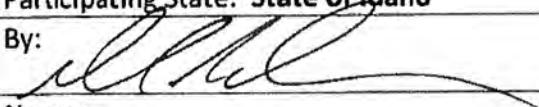

dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, http://purchasing.idaho.gov/statewide_contracts.html. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.

7. Orders: Any Order placed by a Participating (Ordering) 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. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: **PADD16200565** as well as the Lead State Master Agreement No. **29018**.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by Ordering Entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

9. Entire Agreement: This PADD and the Master Agreement No. 29018, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Valk Manufacturing Co.
By: 	By: 
Name: Daniel R. Downen III	Name: Robert P. Lang
Title: Purchasing Officer, Division of Purchasing	Title: Sr. Vice President
Date: 12/15/15	Date: December 15, 2015