

Participating Addendum Number CTR0022643
for
HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT
between
COMMONWEALTH OF VIRGINIA
and
VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA LLC

This Participating Addendum is entered into by Commonwealth of Virginia ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-SW-192-900, executed by Contractor and the State of Oklahoma for Heavy Construction & Industrial Equipment ("Master Agreement"):

Volvo Construction Equipment North America LLC ("Contractor")
312 Volvo Way
Shippensburg, PA 17257

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Kathy Tedone
Kathy.Tedone@Volvo.Com
828-337-3722

Participating Entity's contact for this Participating Addendum is:

Tracy Wrenn
Statewide Sourcing & Contracting Officer
Tracy.Wrenn@dgs.virginia.gov
804-786-5410

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 07/10/2023, 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. 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.
- c.** 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.

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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 MODIFICATIONS AND ADDITIONS TO THE MASTER AGREEMENT

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions set forth in this addendum , and on Attachment A, Commonwealth of Virginia General Terms and Conditions.**

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND SURCHARGE ADJUSTMENT (SCA) FEE.

a. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales, less any applicable taxes and/or freight. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: VSSI Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Reports shall be sent to the DPS Contracting Officer at tracy.wrenn@dgs.virginia.gov and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Contract.

b. REPORTING AND PAYMENT SCHEDULES:

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31 st

- c. Per NASPO Master Agreement section VI: Pricing, Payment & Leasing, subsection 6.1.4,** Sourced Goods/Other OEM Supplier Goods . Pricing for goods and services coming from other OEM's and suppliers will be negotiated at the time of quoting between the dealer and participating member and be line itemed separately on quote and invoice. These items will not be subject to the contract discount off list price or the NASPO or State administrative fee.

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Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the Contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

IX. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: Commonwealth of Virginia General Terms and Conditions

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

For Contractor:

Kathy Tedone
Government Contract Manager
Kathy.tedone@volvo.com
828-337-3722

For Participating Entity:

Tracy Wrenn
Statewide Sourcing & Contracting Officer
Tracy.Wrenn@dgs.virginia.gov
804-786-5410

XI. 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.

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.

VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA LLC

COMMONWEALTH OF VIRGINIA

Stephanie McCall

Signature

Stephanie McCall

Printed Name

Vice President, Strategic Accounts, Volvo Construction Equip
Title

2/1/24

Date

Tracy Wrenn, VCO

Signature

Tracy Wrenn, VCO

Printed Name

Statewide Sourcing & Contracting Officer
Title

2/1/2024

Date