



**Participating Addendum for Snowplow & Grader Cutter Edges
Between the State of Rhode Island
and
Winter Equipment Company Inc.**

This Participating Addendum is entered into by State of Rhode Island ("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
cmarsiglio@winterequipment.com
(800) 294-6837 ext. 224

Participating Entity's contact for this Participating Addendum is:

Michael S Stephens
Chief Procurement Specialist
Michael.Stephens@purchasing.ri.gov
401-574-8387

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or May 10, 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. 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. RHODE ISLAND MASTER PRICE AGREEMENTS - MPA ADMINISTRATIVE FEE.** In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.
- 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. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a.** 1712342993_Winter Equipment Co Price Catalog
- X. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
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| <u>For Contractor:</u>
Christine Marsiglio
cmarsiglio@winterequipment.com
(800) 294-6837 ext. 224 | <u>Participating Entity:</u>
Michael S Stephens
Chief Procurement Specialist
Michael.Stephens@purchasing.ri.gov
401-574-8387 |
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- 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.
- XII. GENERAL CONDITIONS AND INSURANCE**
- In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and General Conditions - Addendum A found at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>, the following insurance coverage shall be required of the awarded vendor(s):

General Requirements:

- a) Liability - combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
- b) Workers' compensation - \$100,000 each accident, \$100,000 disease, or policy limit and \$100,000 each employee.

Annual insurance renewal certificates for workers' compensation, public liability, property damage, automobile, professional liability (a/k/a errors & omissions), builder's risk, school bus auto liability, environmental impairment (a/k/a pollution control), vessel operation (marine or aircraft) protection & indemnity, etc., must be submitted to the specific agency identified in the "ship to" section of the purchase

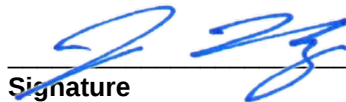
order. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve (12) month period of a contract. Failure to provide annual insurance certification may be grounds for cancellation.

SIGNATURES

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:



Signature

Jim Ng

Printed Name

CFO

Title

May 14, 2024

Date

PARTICIPATING ENTITY:

Signature

Nancy R. McIntyre

Printed Name

RI State Purchasing Agent

Title

May 31, 2024

Date