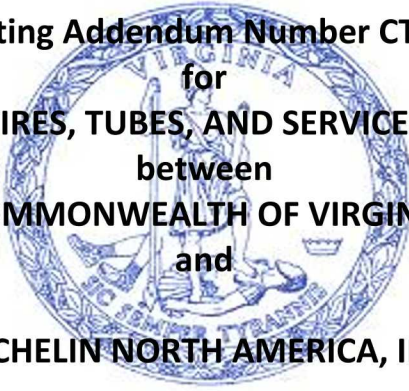


Participating Addendum Number CTR027505
for
TIRES, TUBES, AND SERVICES
between
COMMONWEALTH OF VIRGINIA
and
MICHELIN NORTH AMERICA, INC.



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 24156 executed by Contractor and the State of Iowa (“Lead State”) for Tires, Tubes, and Services (“Master Agreement”):

Michelin North America, Inc. (“Contractor”)
One Parkway South
Greenville SC 29615

PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Kelly Adams
Government Contract Manager
Kelly.adams@michelin.com
864-458-4577

Participating Entity’s contact for this Participating Addendum is:

Pamela Copeland, VCO, VCARM
Statewide Sourcing and Contracting Officer
Pamela.copeland@dgs.virginia.gov
804-659-6059

- I. TERM.** This Participating Addendum is effective as of the date of the last signature below or **July 1, 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.

PARTICIPATION AND USAGE. This participating addendum, hereinafter “Participating Addendum” or “Addendum” or “PA”, by and between the Commonwealth of Virginia, through the Department of General Services, Division of Purchases and Supply (“Commonwealth” or “DGS” or “DPS” or “Participating State”) and **Michelin North America, Inc.** (“Contractor” or “Michelin”), finalizes and governs the Commonwealth’s participation and use of the Master Agreement, executed and administered by the State of Iowa for Tires, Tubes and Services, for the benefit and use by all Commonwealth of Virginia state agencies, institutions of higher education, or any other public body, as defined in § 2.2-4301 entitled “Definitions” and § 2.2-4304 entitled “Joint and cooperative procurement” of the Virginia Public Procurement Act (VPPA).

Further, and as allowable pursuant to Virginia Code 2.2.-1120, any such contracts may also be made available for use by certain charitable corporations and private nonprofit 501 (c)(3) institutions of higher education, chartered in Virginia. Collectively, all aforementioned Commonwealth parties are to be referred to in the aggregate hereinafter as “Authorized Users”.



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.

- II. **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.
- III. **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 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 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.

- IV. **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.
- V. **PARTICIPATING ENTITY MODIFICATIONS OR 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, modification, and additions set forth in this addendum, and on Attachment A, Commonwealth of Virginia General Terms and Conditions and Attachment B, Commonwealth of Virginia Special Terms and Conditions.**



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

Reference Attachment A. General Terms and Conditions, paragraph Q. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS and Reference Attachment B. Special Terms and Conditions, paragraph C. eVA ORDERS AND CONTRACTS

REPORTING REQUIREMENTS:

A. CONTRACTOR'S QUARTERLY REPORT OF SALES:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract. [Reference Attachment C](#)

B. 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. 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** 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.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

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Between **Commonwealth of Virginia** and
Michelin North America, Inc.



<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 31st

D. 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.

VII. 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.

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

- a. Attachment A: Commonwealth of Virginia, General Terms and Conditions
- b. Attachment B: Commonwealth of Virginia, Special Terms and Conditions
- c. Attachment C: Contractor's Quarterly Report of Sales (Excel-Worksheet)
- d. Attachment D: eVA Line-Item Load Sheet
- e. Attachment E: Instructions for eVA Line-Item Load Sheet
- f. Attachment F: State Corporation Commission Form

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

For Contractor:

Kelly Adams
Government Contract Manager
Kelly.adams@michelin.com
864-458-4577

For Participating Entity:

Pamela Copeland, VCO, VCARM
Statewide Sourcing and Contracting Officer
Pamela.copeland@dgs.virginia.gov
804-659-6059

X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents 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

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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

Todd Hanlon

Printed Name

Director, Government & Defense

Title

June 25, 2024

Date

PARTICIPATING ENTITY:



Signature

Pamela Copeland, VCO, VCARM

Printed Name

Statewide Sourcing and Contracting Officer

Title

07/25/2024

Date