

**Participating Addendum
for
HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT
between
State of Missouri
and
JCB INC.**

This Participating Addendum is entered into by the State of Missouri ("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-192-500, executed by Contractor and the State of Oklahoma for Heavy Construction & Industrial Equipment ("Master Agreement"):

JCB Inc. ("Contractor")
200 Bamford Boulevard
Pooler, GA 31322

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ryan Connelly
Government Product & Sales Manager
Ryan.Connelly@jcb.com
912-447-2053

Participating Entity's contact for this Participating Addendum is:

Ashley Hensley
Senior Procurement Analyst
ashley.hensley@oa.mo.gov
573-751-3331

- 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.

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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. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The State of Missouri has a 1% administrative fee on the total payments received by the contractor, to be paid each quarter throughout the year. The contractor will track these payments received on the Missouri Statewide Contract Quarterly Administrative Fee Report and the Missouri Statewide Contract Quarterly Usage Report and submit both reports to the State of Missouri.
- 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. **INFORMATION TECHNOLOGY SECURITY STANDARDS.**
- X. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment 1: Missouri Economic Impact, attached here.
 - b. State of Missouri Coop Contract Document CC240715003, attached separately.
- XI. **NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|------------------------------------|----------------------------------|
| For Contractor: | For Participating Entity: |
| Ryan Connelly | Karen Boeger |
| Government Product & Sales Manager | Director, Division of Purchasing |
| Ryan.Connelly@jcb.com | karen.boeger@oa.mo.gov |
| 912-447-2053 | 573-751-1699 |
- XII. **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 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 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.

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CONTRACTOR:

PARTICIPATING ENTITY:

Ryan Connelly

Signature

Ryan Connelly_____
Printed Name

Government Sales Manager_____
Title

02/13/2024_____
Date

Karen S. Boeger

Signature

Karen S. Boeger_____
Printed Name

Director of Purchasing_____
Title

3-21-24_____
Date

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ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

JCB does not maintain a sales office in the State of Missouri, but has an established dealer network with locations in the state that will utilize the discounted pricing on the contract to fulfill equipment requirements for the state agencies and political subdivisions of the State.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CC240715003.

The contract will allow for the sale of JCB Construction and Industrial equipment at discounted pricing to be purchased by state agencies and political subdivisions of the State.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Where applicable, the State will earn tax revenue on the purchases of the equipment.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A _____

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A _____

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

N/A _____

