

Participating Addendum Number 26046
for
DEBRIS REMOVAL and MONITORING SERVICES
between
State of Iowa
and
Ceres Environmental Services, Inc.

This Participating Addendum is entered into by State of Iowa ("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-MA-EV00000453, executed by Contractor and the State of Oklahoma ("Lead State") for Debris Removal and Monitoring Services ("Master Agreement"):

Ceres Environmental Services, Inc. ("Contractor")
6371 Business Boulevard, Suite 100
Sarasota FL, 34240

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Tia Laurie
Corporate Secretary
contact@ceresenv.com
941-358-6363 and 800-218-4424

Participating Entity's contact for this Participating Addendum is:

Paul Manges
Procurement Specialist III
paul.manges@iowa.gov
515-330-7325

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 7/22/2025, 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 Contractor and Participating Entity and Purchasing Entities.
- a. Services.** Contractor may offer **DEBRIS REMOVAL** services, to Purchasing Entities, for the following categories and states of coverage:

Categories:

Category I - Vegetative Debris
Category II - Construction and Demolition Debris
Category III – Hazardous Waste
Category IV - Household Hazardous Waste
Category V - Electronic Waste
Category VI - White Goods
Category VII - Soil, Mud and Sand

Category VIII - Vehicles & Vessels
Category IX - Putrescent Debris

States of Coverage:

AZ, AR, CO, FL, GA, IA, LA, MI, MN, MS, MO, NM, NC, ND, OK, SC, SD, TN, TX, VA, WI

- 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.
- c. 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.
- d. **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.

- 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. **PAYMENT TERMS.** Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **Quarterly Report.** This contract permits other State Agencies and political subdivisions to make purchases off of the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports to the State of Iowa Contract Manager. Please log in to your IMPACS vendor portal to find the Contract Manager assigned to your contract. Vendor portal website:
<https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=DASIowa>

Quarterly Reporting Schedule – based on Calendar year
Quarter 1 (Jan 1 – Mar 31) Due Apr 30
Quarter 2 (Apr 1 – Jun 30) Due July 31
Quarter 3 (July 1 – Sept 30) Due Oct 31
Quarter 4 (Oct 1 – Dec 31) Due Jan 31

- b. **Administration Fees.** Without affecting the approved Goods or Service prices or discounts specified in the Contract the State of Iowa shall be entitled to receive **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the

State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – CSE COO
1305 East Walnut Street
Des Moines, IA 50319

- IX. INSURANCE CERTIFICATE REQUIREMENTS.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the State of Iowa Contract Manager. Please include in the COI the following additions:

COI - Description of Operations box shall state:

State of Iowa and the Iowa Department of Administrative Services are named as additional insured. No cancellation of the insurance shall be made without at least thirty (30) days prior written notice to the State of Iowa and the Iowa Department of Administrative Services.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Administrative Services
1305 East Walnut Street
Des Moines, IA 50319

- X. AFFIRMATIVE ACTION/NON-DISCRIMINATION CLAUSE.**

All terms and conditions are located at: <https://das.iowa.gov/procurement>

Compliance with the Law; Nondiscrimination in Employment.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights

including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

For Contractor:

Tia Laurie
Corporate Secretary
contact@ceresenv.com
941-358-6363 and 800-218-4424

For Participating Entity:

Paul Manges
Procurement Specialist III
paul.manges@iowa.gov
515-330-7325

XII. 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 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:

Tia Laurie
Tia Laurie (Sep 23, 2025 10:11:42 EDT)

Signature
Tia Laurie

Printed Name
Corporate Secretary

Title
09/23/2025

Date

PARTICIPATING ENTITY:

Paul Manges

Signature
Paul Manges

Printed Name
Procurement Specialist III

Title
09/23/2025

Date