

## **Idaho Division of Purchasing**

**Participating Addendum** 

Purchase Order Name: Valk/PADD

Contract Number: PADD16200565

Contract Value: 200,000.00 USD

Purchase Order Date: 6/30/2015

Submitted By: Daniel Downen

Supplier Shipping Details

**Shipping Instructions:** 

Agency

VALK MANUFACTURING COMPANY Ship FOB: Destination, Prepaid

66 EAST MAIN STREET

P O BOX 428

**NEW KINGSTOWN** 

PA, 77024

Phone: +1 717-766-0711 ext. 122

**Fax:** +1 717-697-6297

**Email:** plowsales@valkmfg.com

Bill To Address Ship To Address

DOP - Various State Agencies Ship to Ordering

State of Idaho

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

 Phone:
 208-327-7465
 Phone:
 208-327-7465

 Fax:
 208-327-7320
 Fax:
 208-327-7320

Email:purchasing@adm.idaho.govEmail:purchasing@adm.idaho.govMail Stop:DOP - Various LocationsMail Stop:DOP - Various Locations

**Payment Details** 

Payment Terms: Net 30

#### **Participating Addendum**

PADD16200565, Snowplow Blade Cutting Edges for various State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327 (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full

**Legacy Contract** 

# IDAHO

force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:

Original Contract: (12/10/15 - 6/30/17), \$700,000.00

Amendment 1: Renewal (8/10/17-6/30/18), \$250,000.00

Amendment 2: Renewal (7/1/19 - 6/30/20). \$200,000.00

Total estimated contract value: \$1,150,000.00

NO OTHER CHANGES NOTED.

## **Special Instructions:**

\*\*NOTE: Bill to and Ship to address will be provided by each individual ordering agency at the time of order placement.

Signature :	Danny Downen
Signed By :	

### **Show Attachments**

# IDAHO

#### State of Idaho

#### **CHANGE ORDER - 02**

**Change Order Summary** 

02

Purchase Order

Valk/PADD

Name:

**Purchase Order** 

PADD16200565

Number: Contract Number:

**Revision Number:** 

August 10, 2017

Change Order Date:

August 10, 2017

**Service Start** 

August 10, 2017

Date:

Service End Date: June 30, 2018

Submitted By:

Danny Downen

Supplier

melissa Benton

VALK MANUFACTURING COMPANY

PO Box 428

66 East Main Street

New Kingstown, PA 17072

**Phone**: 717-766-0711

Fax: 717-795-9830

Email: ap@valkmfg.com

**Buyer Contact** 

Danny Downen

Tel:208-332-1605 Fax: 208-327-7320

daniel.downen@adm.idaho.gov

**Bill To Address** 

DOP - Various State Agencies

State of Idaho

Various Locations

See Below for Details

on Specific Locations

Various, Idaho 83702

**Phone**: 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

**Shipping Details** 

Delivery

June 30, 2018

Date:

Shipping

Delivery

Method: Shipping Instructions:

**Ship FOB:** Destination

**Ship To Address** 

DOP - Various State Agencies

State of Idaho

Various Locations

See Below for Details

on Specific Locations Various, Idaho 83702

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov **Mail Stop:** DOP - Various Locations

Payment Details Item Type Details

Payment Invoice Item Type: Method:

Payment NET30 Item Type
Terms: Supplemental
Data:

**Additional Information** 

		Change Order Summary	
Item	Data Changed	Old Value	New Value
Header Attachment	Attachment gets deleted	DOC121515-12152015102934.pdf	
Header Attachment	Attachment gets Added		PADD16200565.pdf
Header Attachment	Attachment gets Added		1500055557_Valk-Master Agreement-Amendment- 1(2).pdf
Buyer Defined Field	Supplemental Data Field "Service Start Date" gets changed	12/10/2015	08/10/2017
Buyer Defined Field	Supplemental Data Field "Service End Date" gets changed	06/30/2017	06/30/2018
		Edges PADD Usage Type: Mandatory Use	This PADD is for Snowplow Blade Cutting Edges for the benefit of the State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to

	Supplemental	Public Agency Clause: Yes PADD Administrator: Daniel Downen	extend is attached and incorporated herein by reference.
Buyer Defined Field	Data Field "General Instructions" gets changed	Phone Number: 208-332-1605  Fax Number: 208-327-7320  Email: daniel.downen@adm.idaho.gov	Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. the actual dollar amount of the Contract may be more or less depending on the
		Contractor's Primary Contact: Dan Cribari	orders placed by the State; or may be dependent upon the specific terms of the Contract.
		Address: 66 East Main Street, PO Box 428, New Kingstown, PA 17072	Original PADD: 12/16/15- 6/30/17, \$700,000.00
		Phone Number: 717.766.0711	Change Order 1: Administrative Amendment
		Email: plowsales@valkmfg.com  CONTRACTOR: Ship to the FOB	Change Order 2: Renewal, 8/10/17-6/30/18 \$250,000.00
		DESTINATION: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.	Total PADD Value: \$950,000.00
		QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.	
	Unit Price changed on Line Item		
Item Unit Price	Renewal (7/1/17- 6/30/18) This Participating Addendum (PADD) covers Snowplow Cutting Edges issued by the State of Vermont to Valk Manufacturing Co. (Master Agreement No. 2901) for use by state	700000.000000	250000.000000

othe loca	ncies and er entities ited in the ee of no.<		
	I Amount ged on Line		
(7/1/ 6/30 Part Add (PAI Snow Cutt Item Total issu Amount Stat Verr Valk Man Co. Agre 290 by s agei othe loca	of/18) This cicipating endum DD) covers wplow ting Edges led by the ce of mont to (Master eement No. 1) for use state incies and er entities ated in the ce of	700000.00	250000.00

#### Instructions

This PADD is for Snowplow Blade Cutting Edges for the benefit of the State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327, is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment to extend is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. the actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original PADD: 12/16/15-6/30/17, \$700,000.00

Change Order 1: Administrative Amendment

Change Order 2: Renewal, 8/10/17-6/30/18 \$250,000.00

Total PADD Value: \$950,000.00

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Тах	Total
1.00	0	LO		#1	76561	250,000.00	\$0.00	\$250,000.00

Renewal (7/1/17-6/30/18) This
Participating Addendum (PADD) covers
Snowplow Cutting Edges issued by the State of Vermont to Valk
Manufacturing Co. (Master Agreement No. 2901) for use by state agencies and other entities located in the State of Idaho.

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Special Instructions: Internal Comments:		
	TOTAL: (USD)	\$250,000.00

Signature: -

Signed By:



37   RADE, SNOWHOW HEAT TREAT 3/M*X6*WE   920   \$71.00   \$58,220.00   90
OUTTING: MFR: Valk Manufacturing Company   #
38   BLADE, SNOWPLOW HEAT TREAT 3/4"X6"X9"   20 \$108.00 \$2,160.00   99
QUOTING: MFR: Valk Manufacturing Company
DELIVERY ARC:   30-60     DAYS
39 BLADE, SNOWPLOW HEAT TREAT 3/4" X8" X6"  QUOTING; MFR: Valk Manufacturing Company  #  QUOTING; MFR: Valk Manufacturing Company  #
QUOTING: MFR.   Valk Manufacturing Company   #
DELIVERY ARC:
Mobility   March   M
QUOTING: MFR: _Valk Manufacturing Company
DELIVERY ARC:
QUOTING: MFR: #
QUOTING: MFR: #
DELIVERY ARO:
QUOTING: MFR:
QUOTING: MFR:
A3 BLDE, SNOWPLOW JOMA, 48" X 6", JM20415   \$0.00   \$0.00
QUOTING: MFR: #   #
QUOTING: MFR:
44 BLADE, V SNOWPLOW, BOSS 10° COMPLETE, TXT  QUOTING: MFR: _Valk Manufacturng Company
QUOTING: MFR:Valk Manufacturing Company
DELIVERY ARO:
FOB Destination   Recycled   Post Construction   STATE   IDAHO   QUANTITY
STATE   IDAHO   QUANTITY   Content
1 Tungsten Carbid Tipped edge - 5" x 3/4" x 4" Long QUOTING: MFR: _Valk Manufacturng Company #
QUOTING: MFR:Valk Manufacturng Company
DELIVERY ARO:60-120
2 Tungsten Carbid Tipped edge - 5" x 3/4" x 3" Long QUOTING: MFR:Valk Manufacturng Company #  DELIVERY ARO:60-120/DAYS  3 Tungsten Carbid Tipped edge - 6" x 3/4" x 4" Long QUOTING: MFR: _Valk Manufacturng Company #  3 Tungsten Carbid Tipped edge - 6" x 3/4" x 4" Long QUOTING: MFR: _Valk Manufacturng Company #  DELIVERY ARO:60-120/DAYS  4 Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long  580 \$134.34 \$77,917.20 90 \$119.12 \$557,063.20 90 \$119.12 \$119
QUOTING: MFR:Valk Manufacturng Company       #         DELIVERY ARO:60-120/DAYS       #         3 Tungsten Carbid Tipped edge - 6" x 3/4" x 4" Long       3110 \$179.12 \$557,063.20 90         QUOTING: MFR:Valk Manufacturng Company_       #         DELIVERY ARO:60-120/DAYS       #         4 Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long       580 \$134.14 \$77,801.20 90
DELIVERY ARO:60-120/DAYS  3 Tungsten Carbid Tipped edge - 6" x 3/4" x 4" Long QUOTING: MFR:Valk Manufacturing Company#  DELIVERY ARO:60-120/DAYS  4 Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long  580 \$134.14 \$77,801.20 90
QUOTING: MFR: _Valk Manufacturing Company
QUOTING: MFR: _Valk Manufacturing Company
4 Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long 580 \$134.14 \$77,801.20 90
4 Tungsten Carbid Tipped edge - 6" x 3/4" x 3" Long 580 \$134.14 \$77,801.20 90 QUOTING: MFR: _Valk Manufacturng Company#
QUÖTING: MFR: _Valk Manufacturng Company #
DELINIEDY ADO. 00.400 IDAYO
DELIVERY ARO:60-120/DAYS
STATE NEW YORK ESTIMATEL FOB Destination TOTAL Recycled Post Const  DESCRIPTION QUANTITY UNIT PRICE Content Content
BLADES STATES
1     TYPE OF STEEL SAE 1080 (AISI - 1080)     3000     \$78.50     \$235,500.00     90       Grader Blade 3/4" x 8" x 72"     90
QUOTING: MFR: Valk Manufacturng Company #
DELIVERY ARO:30-60/DAYS
2 Snow Plow 1/2" x 8" x 132" 350 \$94.12 \$32,942.00
QUOTING: MFR:Valk Manufacturng Company#
3 Snow Plow 1/2" x 8" x 132" 3000 \$94.12 \$282,360.00 90 QUOTING: MFR:Valk Manufacturng Company#
DELIVERY ARO:30-60/DAYS
4 Tractor Shovel 7/8" x 10" x 100" 30 \$335.00 \$10,050.00 90
QUOTING: MFR:Valk Manufacturng Company#
DELIVERY ARO:30-60/DAYS
5 TYPE OF STEEL SAE 1020 (AISI - 1020) 6000 \$115.56 \$693,360.00 90
Snow Plow 3/4" x 6" x 36" with tungsten carbide inserts
Snow Plow 3/4" x 6" x 36" with tungsten carbide inserts  QUOTING: MFR:Valk Manufacturng Company#  DELIVERY ARO:60-120/DAYS
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QUOTING: MFR: Valk Manufacturing Company

Supplier

#### IDAHO

#### State of Idaho

#### **CHANGE ORDER - 01**

Change Order Summary

01

Valk/PADD

PADD16200565

melissa Benton

VALK MANUFACTURING COMPANY

PO Box 428

66 East Main Street New Kingstown, PA 17072 Phone: 717-766-0711

Fax: 717-795-9830

Email: ap@valkmfg.com

**Buyer Contact** 

Danny Downen

Tel:208-332-1605 Fax: 208-327-7320

daniel.downen@adm.idaho.gov

Service Start Date: Service End Date:

**Purchase Order Name:** 

Contract Number:

Revision Number:

Change Order Date:

**Purchase Order Number:** 

June 30, 2017

December 16, 2015

December 10, 2015

Submitted By: **Payment Method: Payment Terms:** 

Danny Downen Invoice

NET30 **Bill To Address** 

208-327-7465

208-327-7320

**DOP - Various State Agencies** State of Idaho Various Locations See Below for Details on Specific Locations Various, Idaho 83702

DOP - Various State Agencies

State of Idaho Various Locations See Below for Details on Specific Locations

Various, Idaho 83702

Phone:

208-327-7465

Emalt:

208-327-7320

Mall Stop:

purchasing@adm.idaho.gov **DOP - Various Locations** 

Ship To Address

Email: Mail Stop:

Phone: Fax:

> purchasing@adm.idaho.gov **DOP - Various Locations**

Additional Information

	Chang	e Order Summary		
Item	Data Changed	Old Value	New Value	
Header Attachment	Attachment gets Added	DOC121515-12152015102934 pdf		

#### Instructions

#### NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This PADD is for Snowplow Blade Cutting Edges pursuant to NASPO ValuePoint (Formerly "WSCA" or "WSCA-NASPO") Master Price Agreement, Vermont Agreement No. 29018. This PADD is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Agreement on an as needed basis for a period of 18 months, commencing December 10, 2015 and ending June 30, 2017, unless extended, renewed, or terminated earlier.

PADD Title: Snowplow Blade Cutting Edges

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Daniel Downen Phone Number: 208-332-1605 Fax Number: 208-327-7320

Email: daniel.downen@adm.idaho.gov

Contractor's Primary Contact: Dan Cribari

Address: 66 East Main Street, PO Box 428, New Kingstown, PA 17072

Phone Number: 717,766,0711 Email: plowsales@valkmfg.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY, DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximation of the monthly unit price and will not be held responsible for figures given in this document.

Supplier Commodity Quantity Order Back **Unit Price** Unit **Item Description** Tax Total Part Number Code

LO

#1

76561 \$700,000.00

\$0.00 \$700,000.00

12/16/2015: Adminstrative Change - attach the signed PADD.

-

**Delivery Date:** Shipping Method: **Shipping Instructions:** 

Delivery

Ship FO8:

Special Instructions:

December 17, 2015

Destination

TOTAL: (USD)

\$700,000.00

Signature 📈

Signed By : Daniel Downen

# PARTICIPATING ADDENDUM NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM Snowplow Blade Cutting Edges Administered by the State of Vermont (hereinafter "Lead State")

Master Agreement
Valk Manufacturing Company
Vermont Contract No: 29018
(hereinafter "Contractor")

#### And

State of Idaho Department of Administration Division of Purchasing (hereinafter "Participating State")

- 1. <u>Scope</u>: This Participating Addendum (PADD) covers the Snowplow Blade Cutting Edges led by the State of Vermont (Master Agreement No. 29018) for use by state agencies and other entities located in the State of Idaho, as provided below.
- 2. <u>Participation</u>: Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. <u>Term</u>: This PADD will be effective on the date of last signature, below, and continue through June **30, 2017**, unless extended, renewed or terminated earlier.

- 4. <u>Participating State Modifications or Additions to Master Agreement</u>: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:
- Assignment: No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).
- 4.2 <u>Amendments</u>: Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date of the amendment, in order to be effective.
- 4.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- Administrative Fee and Quarterly Usage Report: The prices to be paid by the Participating (Ordering) Entities shall be <u>inclusive</u> of a one and one quarter percent (1.25%) Administrative Fee (the State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entitles for one quarter = \$10,000, you would remit  $$10,000 \times 0.0125 = $125$$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish <u>detailed</u> usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD SUMMARY USAGE REPORT FORM available for download at <a href="http://purchasing.idaho.gov/form2.html">http://purchasing.idaho.gov/form2.html</a>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1<sup>st</sup> Quarter July 1 - Sept 30 October 31st January 31st 3<sup>rd</sup> Quarter Jan 1 - Mar 31 April 30<sup>th</sup> Quarter 4<sup>th</sup> Quarter Apr 1 - Jun 30 July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to <u>purchasing@adm.idaho.gov</u>.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

5. Primary Contacts: The primary contact individuals for this PADD are as follows:

**Lead State** 

read 2rare	
Name	Steve Smith, State of Vermont, Office of Purchasing and
	Contracting
Address	10 Baldwin St., Montpelier, Vermont 05633-7501
Telephone	802-828-4681
Fax	802-828-2222
E-mail	steven.smith@state.vt.us

Contractor - Administrative

Name	Jamie Perone
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	ap@valkmfg.com

Contractor - Ordering/Purchasing Contact

CONTRIBUTED CITY	31011,710,710,110,110,110,110
Name	Dan Cribari
Address	66 East Main Street, PO Box 428, New Kingstown, PA 17072
Telephone	717.766.0711
Fax	717.795.9830
E-mail	plowsales@valkmfg.com

**Participating State** 

I Strictbarnik area	<u> </u>
Name	Daniel Downen, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1605
Fax	208-327-7320
E-mail	daniel.downen@adm.idaho.gov

6. <u>Subcontractors</u>: The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the State of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors,

dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, <a href="http://purchasing.idaho.gov/statewide contracts.html">http://purchasing.idaho.gov/statewide contracts.html</a>. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.

- 7. Orders: Any Order placed by a Participating (Ordering) Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number: PADD16200565 as well as the Lead State Master Agreement No. 29018.
- 8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by Ordering Entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for Informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.
- 9. Entire Agreement: This PADD and the Master Agreement No. 29018, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written. The terms and conditions of this PADD shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Valk Manufacturing Co
By:	By Must Clared
Name: Name: R. Nowren III	Name Robert P. Lang
Janus R. Nowmen III.  Title: Division of Purchasing Officer, Purchasing	Title: // Sr. Vice President
Date: 12/15/15	Date: December 15, 2015