

PARTICIPATING ADDENDUM



**PUBLIC SAFETY COMMUNICATIONS
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

Master Agreement #: 00318

Contractor: **Valmont Structures**

Participating Entity: **STATE OF IDAHO**

The following products or services are included in this contract portfolio:

Valmont Structures has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

- 12.4 Towers: Guyed
- 12.5 Towers: Guyed, Light
- 12.6 Towers: Lattice
- 12.7 Towers: Lattice, Light
- 12.8 Towers: Monopole
- 12.9 Towers: Passive Microwave Repeater

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *[Idaho]*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Thomas Bjorklund
Address:	3575 25 th St SE Salem, OR 97302
Telephone:	503-589-6608
Fax:	
Email:	TomB@Valmont.com

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Participating Entity

Name:	The State of Idaho
Address:	650 W. State St. Room 100
Telephone:	208-327-7465
Fax:	208-327-7320
Email:	Contractadmin@adm.idaho.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Term: This PA will be effective on the date of the last signature, below, and continue through December 31, 2026, unless extended, renewed, or terminated earlier.

4.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

4.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA 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 PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

4.4 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on

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or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

- a. Idaho Administrative Fee and Quarterly Usage Report: A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Washington Master Agreement No. 00318).

<u>Reporting Timeline (Fiscal Year Quarters):</u>	<u>Fee and Report Due:</u>
1st Quarter: July 1 – September 30	October 31 st
2nd Quarter: October 1 – December 31	January 31 st
3rd Quarter: January 1 – March 31	April 30 th
4th Quarter: April 1 – June 30	July 31 st

Contractor must furnish detailed 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 <https://purchasing.idaho.gov/information-for-vendors/>. 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.

E-mail your completed Quarterly Summary Usage Reports to: purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
6. Individual Customer: Each ordering agency ("Purchasing Entity") that places a service order under this PA will be treated as if it is an individual customer. Except to the extent modified by this PA, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PA; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and

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liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases. Additionally, the Division of Purchasing is entering into this PA for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies' legal counsel prior to agreeing to the terms of any end user license agreements.

6.1 Restrictions: Purchases under this PA are restricted to purchases of the following categories offered by the Contractor:

- 12.5 Tower: Guyed, Light
- 12.6 Tower: Lattice
- 12.7 Tower : Lattice, Light
- 12.8 Tower : Monopole
- 12.9 Tower: Passive Microwave Repeater

6.2 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

7. Orders: Any Order placed by a Purchasing 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) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

8. Records Maintenance: The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after PA terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

9. Terms and Conditions in the Master that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

9.1 Waive the sovereign immunity of the state of Idaho;

9.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

9.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

9.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the

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obligations set forth in Section 67-2302, Idaho Code; or,

9.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

9.6 Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

9.7 Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: Valmont Structures
Signature: <i>Thayne Pearson</i>	Signature: <i>Tom Bjorklund</i>
Name: Thayne Pearson	Name: Thomas Bjorklund
Title: Contract Administrator	Title: PA Supervisor
Date: 5/16/2022	Date: 5/16/2022

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org.