

MASTER AGREEMENT # 6485

EXHIBIT A

FORM PARTICIPATING ADDENDUM

NASPO ValuePoint
PARTICIPATING ADDENDUM

PARKS & RECREATION EQUIPMENT
AND RELATED SERVICES
Lead by the State of **Oregon**



Master Agreement #: 6485

Contractor: PLAYWORLD SYSTEMS, INC. (Contractor)

Participating Entity: STATE OF IOWA

The following Goods or services are included in this Addendum:

- *All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.*
- *Installation Services*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the **Parks & Recreation Equipment and Related Services** led by the State of Oregon for use by state agencies and other entities located in the Participating State of Iowa 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 Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State Modifications or Additions to The Master Agreement:** Modifications or additions apply only to actions and relationships within the Participating State.
 - A. **Payment Terms:** Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
 - B. **Discounts:** The Contractor's stated prices on the Contractor's approved State of Oregon NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price

Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

- C. **Affirmative Action:** 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.
- D. **Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

| Quarter Ending | Report Due |
|-----------------------|-------------------|
| March 31 | May 15 |
| June 30 | August 15 |
| September 30 | November 15 |
| December 31 | February 15 |

- E. **Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a 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 Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa - DAS/Central Procurement
 Attention: DAS-CP COO
 1305 East Walnut Street
 Des Moines, IA50319

- 4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|------------|---------------------------------------|
| Name: | Christine Stepp |
| Address: | 1000 Buffalo Road Lewisburg, PA 17837 |
| Telephone: | 570-522-5441 |
| Fax: | |
| Email: | christine.stepp@playpower.com |

Participating Entity

| | |
|------------|-------------------------|
| Name: | State of Iowa |
| Address: | 1305 East Walnut Street |
| Telephone: | 515-745-2796 |
| Fax: | |
| Email: | David.kundid@iowa.gov |

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, 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 aforementioned Master Agreement.

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

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

| | |
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| Participating Entity: State of Iowa | Contractor: <i>Playworld</i> |
| Signature: <i>David Kuldig</i> | Signature: <i>[Signature]</i> |
| Name: David Kuldig | Name: <i>W. Todd BRENNER</i> |
| Title: Purchasing Agent III | Title: <i>SR, COMMERCIAL GRANTA</i> |
| Date: 6/1/2021 | Date: <i>5/27/21</i> |