

Participating Addendum Number 2024-BUS-0206
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of Iowa Department of Management
and
NetApp U.S. Public Sector, Inc.

This Participating Addendum is entered into by State of Iowa Department of Management ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23025, executed by Contractor and the State of Minnesota ("Lead State") for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

NetApp U.S. Public Sector, Inc.
8350 Broad Street, Suite 1200
Tysons, VA 22102

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Harry Franks
Senior Contracts Manager
Harry.Franks@netapp.com

Participating Entity's contact for this Participating Addendum is:

Bryan Dreiling
IT Vendor Manager
ocioprocurement@iowa.gov

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or February 1, 2024, 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.** Contractor shall provide a 1.00% administrative fee on all sales made through this Participating Addendum without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly to the Department of Management, 200 E. Grand Ave, Des Moines, IA 50309, Attn: Business Services Division Administrator. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

In addition, Contractor shall submit a report with each quarterly payment detailing all payments received and also identifying the particular agency making the purchase, the Purchasing Instrument number, and the project agency to which it is attributable.

- 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. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: State of Iowa General Terms and Conditions for Goods Contracts
- X. **NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|---|--|
| For Contractor: | For Participating Entity: |
| Harry Franks, Senior Contracts Manager
8350 Broad Street, Suite 1200
Tysons, VA 22102
Harry.Franks@netapp.com
Legal notices:
General.Counsel@netapp.com | Iowa Department of Management
Division of Information Technology
200 E. Grand Avenue
Des Moines, Iowa 50309
ocioprocurement@iowa.gov |

- XI. **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.

CONTRACTOR:

NetApp U.S. Public Sector, Inc.

Michelle Rudnicki
Michelle Rudnicki (Feb 20, 2024 15:10 AST)

Signature

Michelle Rudnicki

Printed Name

President

Title

Feb 20, 2024

Date

PARTICIPATING ENTITY:

State of Iowa Department of Management

Kraig Paulsen
Signature

Kraig Paulsen

Printed Name

Director

Title

3-8-24

Date

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ATTACHMENT A: State of Iowa General Terms and Conditions for Goods Contracts

1.1 Definitions

The following words shall be defined as set forth below:

"Contract" means the collective documentation memorializing the terms of the Participating Agreement between the State and the Contractor and includes these General Terms for Goods Contracts and the Master Agreement.

"Contractor" means the provider of the goods under the Contract.

"Product" refers to any other products, goods, materials or items that are ordered, produced, delivered, installed, licensed, performed, provided, or otherwise made available, under or through this Contract or Order. The term "Product" includes all related, provided, or supplied Documentation, updates, upgrades, and enhancements.

"Purchasing Instrument" means the documentation issued by the State to the Contractor for a purchase of goods in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

"State" means the State of Iowa and 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 making purchases off of this Contract as permitted

1.2 Availability of Contract to Other Entities

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract.

1.3 Reserved.

1.4 Description of Goods

1.4.1 Specifications in Competitive Bidding Documents

The Contractor shall provide goods that comply with the specifications contained in the Contract.

1.4.2 Reserved.

1.4.3 Non-Exclusive Rights

The Contract is not exclusive. The State reserves the right to select other contractors to provide goods similar or identical to goods described in the Contract during the term of the Contract.

1.4.4 No Minimums Guaranteed

The Contract does not guarantee any minimum level of purchases.

1.5 Compensation

1.5.1 Pricing

The Contractor will be compensated in accordance with the payment terms outlined in the Master Agreement.

The Contractor shall submit, on the frequency established in the Contract an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's furnished material or performance of the Deliverables outlined in the invoice before making

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payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract except as requested on an invoice as set forth in this section. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract, except as agreed to in writing by the parties.

1.5.2 Billings

The Contractor shall submit, on a regular basis an invoice for goods supplied to the State under the Contract at the billing address specified in the Purchase Instrument. The invoice shall comply with all applicable rules concerning payment of such claims. The State shall verify the receipt of furnished materials or Contractor's performance of the services outlined in the invoice before making payment. The State shall pay all approved invoices in arrears and in accordance with the Master Agreement and applicable provisions of Iowa law.

1.5.3 Delay of Payment Due to Contractor's Failure

If the State determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contracts until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation which represents payment for goods that were not delivered.

1.5.4 Setoff Against Sums Owed by the Contractor

In the event that the Contractor owes the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

1.6 Termination

1.6.1 Reserved.

1.6.2 Reserved.

1.6.3 Reserved.

1.6.4 Reserved.

1.6.5 Remedies of the Contractor in Event of Termination by the State In the event of termination of the Contract for any reason by the State, the State shall pay only those amounts, if any, due and owing to the Contractor for goods or services actually rendered up to and including the date of termination of the Contract and for which the State is obligated to pay pursuant to its Contract or Purchase Instrument. Payment will be made only upon submission of invoices required by, and to the extent allowed by, applicable federal or state law including proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Contract in the event of termination. The State shall not be liable for any of the following costs:

1.6.5.1 The payment of unemployment compensation to the Contractor's employees;

1.6.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

1.6.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not

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limited to, startup costs, overhead or other costs associated with the performance of the Contract;

1.6.5.4 Any taxes that may be owed by the Contractor in connection with the performance of the Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

1.6.6 The Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the State, the Contractor shall:

1.6.6.1 Cease work under the applicable Statement of Work and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State may require.

1.6.6.2 Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor.

1.6.6.3 Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

1.6.6.4 Cooperate in good faith with the State, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Contractor.

1.6.6.5 Immediately return to the State any payments made by the State for goods that were not delivered or rendered by the Contractor.

1.7 Confidential Information

1.7.1 Confidentiality shall be in accordance with Section 40 of the Master Agreement.

1.7.2 The Contractor's confidentiality obligation under the Contract shall survive termination of the Contracts.

1.8 Indemnification

Indemnification shall be in accordance with Section 34 of the Master Agreement. The indemnification obligation of the Contractor shall survive termination of the Contract.

1.9 Insurance

1.9.1 Insurance Requirements

Insurance requirements shall be in accordance with section 28 of the Master Agreement.

1.9.2 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that its General Liability and Workers Compensation insurance carriers might have against the State. The General Liability and Workers Compensation waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.10 Limitation of Liability

Solely to the extent permitted by applicable Iowa State laws, rules and regulations: (a) the maximum liability of either Party for direct damages shall be one (1) times the Contract Value ("Contract Value" is defined as the aggregate total compensation to be paid by the Governmental Entity to Contractor under the applicable Purchasing Instrument, including all renewals and extensions or other like continuation thereof); and (b)

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neither Party shall be liable to the other for consequential, incidental, indirect, special, or punitive damages; provided, however, under no circumstances shall the foregoing limitations or any other provision in any Licensor's standard contract documents or terms and conditions that either limits or attempts to limit the Licensor's liability or provides for sole or exclusive remedies in favor of the Licensor apply to any losses, damages, expenses, costs, settlement amounts, legal fees, judgments, actions, claims, or any other liability arising out of or relating to:

- 1.10.1 Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence;
- 1.10.2 Death, bodily injury, or damage to real or personal property;
- 1.10.3 Any contractual obligations of the Contractor pertaining to indemnification; intellectual property; liquidated damages; compliance with applicable laws; and/or confidential information;
- 1.10.4 Claims calling for indemnification of any Governmental Entity or for third-party claims against any Governmental Entity for bodily injury to persons or for damage to real or tangible personal property caused by the Contractor's negligence or willful conduct.
- 1.10.5 Nothing in this Agreement or the Contractor's standard contract documents or terms and conditions to the contrary shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to any Governmental Entities, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

1.11 Warranties

All warranties shall be in accordance with the terms of the Master Agreement.

1.11.1 Reserved.

1.11.2 Compliance with Federal Safety Acts

Contractor warrants and guarantees to the State that the goods provided under the Contract are, where applicable, in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget 2 CFR part 200 and the Anti-Kickback Act of 1986.

1.11.3 Reserved.

1.11.4 Reserved.

1.11.5 Authority to Enter into Contract

The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

1.11.6 Obligations Owed to Third Parties

The Contractor represents and warrants that it will comply with contractual obligations as between Contractor and third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

1.11.7 Reserved.

1.11.8 Reserved.

1.12 Product Recall

In the event that any of the goods are found by the Contractor, the State, or any governmental agency or

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court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

1.13 Contract Administration

1.13.1 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 1.12.6, 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.

1.13.2 Amendments

The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by the parties.

1.13.3 Third-Party Beneficiaries

There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State and the Contractor.

1.13.4 Reserved.

1.13.5 Assignment and Delegation

The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State which shall not be unreasonably withheld. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

1.13.6 Use of Third Parties

The State acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor obligations under the Contract. The Contractor may enter into these contracts provided that the Contractor remains responsible for all goods delivered under the Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. The State shall have the right to request the removal of a subcontractor from the Contract for good cause only after Contractor is provided a reasonable timeframe in which to cure.

1.13.7 Integration

The Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

1.13.8 Headings or Captions

The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

1.13.9 Not a Joint Venture

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and acting toward the mutual benefits expected to be derived herefrom. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

1.13.10 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations

1.13.11 Supersedes Former Contracts or Agreements

Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State and the Contractor for the goods provided in connection with the Contract.

1.13.12 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the State and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

1.13.13 Reserved.

1.13.14 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

1.13.15 Severability

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to

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render it enforceable under the applicable law.

1.13.16 Reserved

1.13.17 Authorization

Contractor represents that:

1.13.17.1 It has the right, power and authority to enter into and perform its obligations under the Contract.

1.13.17.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract, and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

1.13.18 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.13.19 Record Retention and Access

Record retention and access shall be in accordance with Section 33 of the Master Agreement.

1.13.20 Solicitation

The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

1.13.21 Reserved.

1.13.22 Public Records

The laws of the State of Iowa require procurement records to be made public unless otherwise provided by law.

1.13.23 Clean Air and Water Certification

Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the State of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities

1.13.24 Debarred, Suspended, and Ineligible Status

Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

1.13.25 Use of Name or Intellectual Property

Contractor agrees it will not use the name or any intellectual property, including but not limited to, any State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the specific State agency involved.

1.13.26 Taxes

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

1.13.27 Certification Regarding Sales and Use Tax

By executing the Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.

1.13.28 Contractor Assignments of Rights -Antitrust Claims

In consideration of the mutual promises contained herein, Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa relating to the subject of the Contract.

1.13.29 Reserved.

1.13.30 Obligations Beyond Contract Term

The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

1.13.31 Counterparts

The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

1.13.32 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

CONTRACT, SOW, MOU COVER SHEET

Vendor Name NetApp U.S. Public Sector, Inc.

Contract, MOU, SOW
Name/Number 2024-BUS-0206

This is a participating addendum between Iowa and NetApp via NASPO. This was a contract held by DAS. DAS' contract expires 01/31/24. This is for Band 3 meaning it is acceptable to purchase servers and storage via this contract.

Contract, MOU, SOW
Purpose

Begin date is date of last signature

Total Dollar Amount		Federal Funds being used?	No
Begin Date	date of last signature	End Date	06/30/2025
Renewals Remaining	3	Contract Point of Contact	Awna Kotchian
Is payment based on Fixed Costs or Time and Materials?			Fixed

Reviews: (If N/A is selected, please explain in additional comments)

10.7 Approval?	Yes	No	N/A
(if No - stop and submit a 10.7, if applicable)	☐	☐	☒

Legal Review?	Yes	No
(if No - stop and send to Legal for review)	☒	☐

Security Review?	Yes	No	N/A
(if No - stop and send to Security for review)	☐	☐	☒

Additional Information Security review unnecessary as no sensitive data at issue. Pearson has reviewed.

EXCEPTIONS: Any terms that are different than normal and should be highlighted

RISKS: Outline risks associated with this contract

CIO Approval:

Approved



Denied



Matt Behrens, Chief Information Officer

Contract Cover Sheet Instructions

Purpose
The purpose of the Contract Cover Sheet is to inform CIO Matt Behrens and DOM Director Kraig Paulsen of the specifics of the attached contract prior to their signing it. Providing accurate and substantive responses to the Cover Sheet will aid in the contract's signing. The Contract Cover Sheet should be filled out with regard to the <i>attached</i> contract (not a master agreement or SOW being amended).

Contract Cover Sheet Sections	Applicable info for each section
Vendor Name	Who are we contracting with?
Contract, MOU, SOW, Name/Number	Every contract should have a reference number. If it does not, or if you need assistance, Business Services will assign one.
Contract, MOU, SOW Purpose	Provide as much info here as possible. This should be more than just a copy/paste of the scope of the contract. If this is an amendment, describe what is being amended and why.
Federal Funds being used?	If Federal funds are being used to pay any portion of the contract, indicate "Yes" here.
Begin Date	The begin date cannot be earlier than the date of last signature. When drafting the contract, it's best to indicate the Begin Date "as of last signature below."
Contract Point of Contact	Who can be contacted if the CIO or Director have a question?
Is payment based on fixed costs or time and materials?	If this is a SOW, how are the deliverables billed?
Reviews: 10.7 Approval?	This is not required for internal DoIT purchases. For participating agencies, a 10.7 must be submitted and approved.
Reviews: Legal Review?	All contracts must be approved by Legal.
Reviews: Security Review?	If the contract requires the storage or processing of sensitive data, Security must review the contract.
Exceptions	What redlines were offered by the Vendor and accepted during negotiations?
Risks	Do any of the accepted Exceptions pose a risk to the Agency (breach, financial, etc)?

Contract Cover Sheet Instructions

Workflow

1. The contract manager should fill out the Contract Cover Sheet. If assistance is needed with this sheet, please email ocioprocurement@iowa.gov.
2. Before routing the contract for signature with the vendor, legal must review the contract. A security review must also be completed, if applicable, prior to routing the contract for signature.
3. After the vendor has reviewed, if any redlines are offered, please continue to work with the legal team until all comments are resolved.
4. The contract can be sent to the CIO for review and signature once the vendor or other party has executed the contract.
5. Once the agreement is signed, please provide a copy to the vendor, the business services team by emailing ocioprocurement@iowa.gov, and the purchasing team at ociocontracting@iowa.gov.