

**PARTICIPATING ADDENDUM  
NASPO VALUEPOINT  
Software Value Added Reseller (SVAR)  
Administered by the State of Arizona (hereinafter "Lead State")**

Master Agreement No: ADSPO16-130652  
CDW Government LLC (hereinafter "Contractor")  
And  
the State of Iowa (hereinafter "Participating State")

**1. Scope**

This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

**2. Participation**

Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) 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.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

**3. Order of Precedence**

1. The State of Iowa Participating Addendum (PA);
2. Contract Vendor's State of Iowa pricelist;
3. The Lead Agency's Master Agreement (Includes negotiated Terms & Conditions);
4. The Lead Agency's Solicitation including all Addendums; and
5. Contract Vendor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar document subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Terms**

The Agency is agreeing to the terms of the Master Agreement only to the extent the terms are not In conflict with applicable law.

**5. Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Program Management
Address	2 Corporate Drive, #800, Shelton, CT 06484
Telephone	312-547-2495
E-mail	PSP@cdw.com

Participating Entity

Name	Steve Oberbroeckling
Address	1305 E. Walnut St. Des Moines, IA 50319
Telephone	515-725-2090
E-mail	steve.oberbroeckling@iowa.gov

**6. Participating State Modifications to the Contract**

**6.1 Reports**

The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show at a minimum the date of sale, customer name and address, product description, quantity, invoice number, unit, and extended prices of all purchases.

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**6.2 Pricing**

Contractor's stated prices on the NASPO website shall be discounted using the discounts and price lists approved and agreed to with the Contractor's Pricing list. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons. Minimum discounts listed in pricelist must be held firm for the duration of the Contract's term. Agencies shall be allowed to negotiate further discounting for large volume purchases. Prices are to FOB Destination, all freight and handling charges included. Title to goods and the risk of loss/damage transfers from seller to buyer upon buyer's acceptance at destination.

### **6.3 Invoicing**

For the duration of the contract, all product pricing shown on invoices submitted to the State shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
- Be verifiable against the manufacturer's then current retail price list.

### **6.4 Administrative Fee**

Without affecting the approved Product or Service prices or discounts specified in the Contract 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-CPFSE COO  
1305 E. Walnut St.  
Des Moines, IA 50319

### **6.5 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. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.



## **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.

## **8. Entire Agreement**

This Participating Addendum and the Contract (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties; expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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

<b>Participating State:</b> IOWA	<b>Contractor:</b>
<b>Signature:</b>  <small>Digitally signed by Steven D. Oberbroeckling DN: cn=Steven D. Oberbroeckling, o=State of Iowa, ou=DAS Procurement, email=Steve.Oberbroeckling@iowa.gov, c=US Date: 2016.12.06 11:15:53 -06'00'</small>	<b>Signature:</b> 
<b>Name:</b> Steven D. Oberbroeckling	<b>Name:</b> Dario J. Bertocchi
<b>Title:</b> Purchasing Agent 3, DAS Procurement	<b>Title:</b> Director, Program Sales
<b>Date:</b> 06 DEC 2016	<b>Date:</b> 11/30/2016

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