



2015-2020
MN NASPO ValuePoint COMPUTER EQUIPMENT

(Desktops, Laptops, Tablets, Servers, and Storage
including Related Peripherals & Services)

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-103
ByteSpeed
(hereinafter "Contractor")
And
State of Iowa
(hereinafter "Participating State/Entity")

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: **Band 1 – Desktop, Band 2 – Laptop, Band 3 – Tablet, Band 4 – Server, and Band 5- Storage**, from the cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the above Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by State of Iowa statutes to use **state/entity** 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 administrative code before purchasing from this contract.)

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. 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 documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

- a) **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. The Contractor agrees to provide additional reports if requested to the State in a format and frequency as mutually agreed by both parties.
- b) **Administrative Fee:** Without affecting the approved product prices or discounts specified in the NASPO Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% administrative fee on all sales made within the State of Iowa against this agreement. The 1.00% administrative fee is to be paid quarterly by Contractor and made payable to the "Iowa Department of Administrative Services".

Send to:

Iowa Department of Administrative Services, Central Procurement
Attention: DAS – CPFSE COO
Hoover Bldg.-Level 3, 1305 E. Walnut St.
Des Moines, IA 50319

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

- c) Pricing and Discounts: Contractor's stated prices and discounts approved and agreed to with NASPO and by the Participating State under the Master Price Agreement are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for volume purchases or for competitive reasons.
- d) Payment Terms: The State will pay all authorized invoices in arrears and in conformance with Iowa Code Section 8A.514. State may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code Section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code Section 8A.514. (Modifies MA #MNWNC-103, Exhibit B, Section 24 Payment). 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.
- e) Lease Agreements: Lease financing is an allowable payment option. The terms and conditions of the lease financing arrangement will be set forth between the purchasing agency and the financing entity.
- f) All limited warranty, disclaimer of warranties, indemnity and limitations of liability provisions are subject to the limitations and prohibitions set forth in Article VII, Section 1 of the Iowa Constitution. (Pertains to, but is not limited to, MA #MNWNC-103 Exhibit C, Sections 17 & 18, but is not limited to named sections)
- g) The parties acknowledge that the State of Iowa is governed by Iowa Code Chapter 22 (The Iowa Open Records Act) and that the State of Iowa can only maintain confidentiality to the extent permitted by Iowa Code Chapter 22. (Pertains to, but is not limited to, MA #MNWNC-103 Exhibit B, Section 7, and Exhibit C, Section 35, but is not limited to named sections)
- h) Should any terms and conditions of the MA #MNWNC-103 and associated Addendums and documents conflict with the laws of the State of Iowa, the laws of the State of Iowa will take precedence.

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

Contractor

Name	Brenda Clifton
Address	3131 24 th Ave S., Moorhead, MN 56560
Telephone	218-227-0489
Fax	
E-mail	bclifton@bytespeed.com

Participating Entity

Name	Kelli Sizenbach
Address	1305 E. Walnut Ave., Hoover Bld.-3 rd Flr., Des Moines, IA 50319
Telephone	515 322-7135
Fax	
E-mail	Kelli.sizenbach@iowa.gov

6. **Terms and Conditions:** The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

7. **Term:** Term of the Participating Addendum and Contract shall be for the period of 5/17/21 – 7/31/22. The State of Iowa, at its’ sole discretion but in accordance with any renewal extension(s) of the MA #MNWNC-103, may elect to renew the Participating Addendum and Contract for annual or longer terms per the terms of the original RFP and Lead State contract and any amendments.

8. **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 or negotiated edits to the MA terms and conditions applies to such Order.

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

Participating State:	Contractor: ByteSpeed
By: Ken Discher	By: Brenda Clifton
Name: <i>Ken Discher</i>	Name: <i>Brenda Clifton</i>
Title: Purchasing Agent III	Title: Marketing Manager
Date: 6/4/2021	Date: 6/4/2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]