

**PROFESSIONAL GRADE TOOLS &  
DIAGNOSTIC EQUIPMENT**

Led by the State of Oklahoma

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Master Agreement #: **OK-MA-818-040**

Contractor: **HILTI, INC.**

Participating Entity: **STATE OF IOWA**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *Product modifications.*
- *Installation services.*

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Professional Grade Tools and Diagnostic Equipment* led by the State of Oklahoma 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 Iowa. 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:	Bruce Mitchell
Address:	5400 South 122 <sup>nd</sup> East Avenue, Tulsa, OK 74146
Telephone:	800-879-8000
Fax:	800-879-7000
Email:	<a href="mailto:contractadmin@hilti.com">contractadmin@hilti.com</a>

Participating Entity

Name:	Nancy Wheelock
Address:	1305 E. Walnut Street, Hoover Building, Flr. 3, Des Moines, IA 50319
Telephone:	515-725-2268
Fax:	515-725-0038
Email:	<a href="mailto:nancy.wheelock@iowa.gov">nancy.wheelock@iowa.gov</a>

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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.**

5. Lease Agreements: Equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity. The Contractor and Purchasing Entity will negotiate the terms of the lease.
6. Subcontractors: All contractors, 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.
8. Quarterly Sales Report: The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields:
- Purchasing Entity Name
  - Purchase Date
  - Line Item Description
  - Total Dollars Per Line Item Sold
  - Total Dollars Sold Per Quarter

The report shall be sent to the current contract manager at the Participating Entity within 45 days after the quarter ends. Quarters end on March 31, June 30, September 30, and December 31 annually.



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9. Payment: Section 28. Payment, of Exhibit A – General Terms and Conditions of the NASPO ValuePoint Master Agreement is modified to state the following:

*Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The State of Iowa 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. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.*

10. Certificate of Liability Insurance: The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

**NASPO ValuePoint  
PARTICIPATING ADDENDUM**



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

Participating Entity: <b>STATE OF IOWA</b>	Contractor: <b>HILTI, INC.</b>
Signature: 	Signature: 
Name: <b>Nancy Wheelock</b>	Name: <b>Bruce Mitchell</b>
Title: <b>Purchasing Agent/Contract Manager</b>	Title: <b>Contract Manager / Assistant Secretary</b>
Date: <b>9/6/18</b>	Date: <b>9/5/2018</b>

*[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:	<b>Shannon Berry</b>
Telephone:	<b>775-720-3404</b>
Email:	<b><a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a></b>

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to support documentation of participation and posting in  
appropriate data bases.]***