

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

Aeroflex Wichita, Inc.
(hereinafter "Contractor")

And

[State of Iowa]
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the purchase of public safety communication equipment and is 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.

Contractor has been awarded the following category/subcategory:

Test Equipment, multifunction Radio Test Set

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.

3. **Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- a. **Pricing:** The pricing terms and discount matrix from the Master Agreement MA05715 shall flow down this PA. Any adjustment or amendment of the pricing will not be effective unless approved by the Lead State for the Master Agreement. The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease.
- b. **Delivery:** FOB Destination Freight Prepaid.
- c. **Contract Effective Dates:** This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.

- d. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and PA unless: (a) the parties to the order agree in writing that another contract or agreement applies to such order; (b) it is a purchase from an agency that is not mandated to purchase under this agreement and elects to purchase under an alternative agreement; and/or (c) the state agency elects not to purchase under this agreement under its sole discretion (it is a state agency's obligation to purchase under the correct contract vehicle).

- e. Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

- f. Administrative Fee: Contractor shall pay a one percent (1%) administrative fee to the State of Iowa. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus credits) sales made within the State of Iowa under this PA. Paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa

Department of Administrative Services - Central Procurement and Fleet Enterprise

Attention: DAS – CPFSE COO

1305 E. Walnut St.

Des Moines, IA 50319

- g. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

- h. Payment Terms NET 60: Payment for completion of a contract order 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. 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.

- i. 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, 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.

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

Contractor

Name	Kimberly Taylor
Address	10200 West York Street Wichita, KS 67215
Telephone	(316) 529-5521
Fax	None
E-mail	Kim.taylor@viavisolutions.com

Participating Entity

Name	Julie Janssen
Address	Hoover Building, 3 rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone	515-281-5602
Fax	515-725-2064
E-mail	Julie.Janssen@iowa.gov

5. Subcontractors:

All [**contractor**] dealers/resellers/distributers authorized in the State of Iowa, as shown on the NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [**contractors**] dealer's/resellers/distributers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 05715 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributers so they can arrange for proper ordering and installation of your equipment. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. Information shall include their name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number (TIN) (if the company is authorized to sell and invoice for products and services).

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[19332]** and the Lead State master price agreement number: 05715.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 05715 (administered by the State of Washington) together with its exhibits, set forth the entire agreement

between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Iowa	Contractor: Aeroflex Wichita, Inc.
By: 	By: 
Name: Julie Janssen	Name: M. Todd Taylor
Title: Purchasing Agent III	Title: VP Commercial Engagement Team
Date: 6/18/2019	Date: 6-18-2019

[Fully executed PDF copy of this document should be emailed to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases]