

PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

Master Agreement #: **CTR060021**

Contractor: **CDW Government, LLC (CDW-G)**

Participating Entity: **STATE OF IOWA**

This Participating Addendum is entered into by the Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above. Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation:

This Participating Addendum covers the participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). 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. 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. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's 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. Contractor 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 Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. **Term:**

This Participating Addendum shall become effective April 1, 2023 or the day after the expiration of Master Agreement #ADSP016-1305652, whichever is later and shall terminate upon the expiration or termination of the Master Agreement, as amended unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

5. **Primary Contacts:**

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

CONTRACTOR: CDW-G

Name:	Heather Kohls
Address:	230 North Milwaukee Avenue, Vernon Hills, IL 60061
Telephone:	847.465.6000
Email:	heather.kohls@cdwg.com

PARTICIPATING ENTITY: State of Iowa – DAS CSE

Name:	Sara Grier
Address:	1305 East Walnut Street - Level 3, Des Moines, IA 50319
Telephone:	515.823.9083
Email:	sara.grier@iowa.org

6. **Participating Entity Modifications and Additions to the Master Agreement**

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions: Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

A. **Terms:**

The Participating Entity is agreeing to the terms of the Master agreement only to the extent the terms are not in conflict with applicable law.

B. **Non-Exclusivity:**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organization and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

C. **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, and orders when performing under this

Participating Addendum, 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 of Iowa 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 Participating Addendum. In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the 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 Participating Addendum to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State of Iowa may cancel, terminate, or suspend, in whole or in part, this Participating Addendum. The State of Iowa may further declare the 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.

D. Subcontractors:

All subcontractors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated NASPO ValuePoint Contractor website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The subcontractor, dealer and reseller participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Professional services do not require pre-approval from the State, which may be performed using subcontractors or software publisher resources. Notwithstanding any use of the approved concentrators, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this contract. Professional Services include but are not limited to consulting, extended warranty services by manufacturers, or other services as described generally in this Agreement as more particular described in a Statement of Work (SOW) performed by the Contractor or its subcontractor or sold by the Contractor as a distributor or sales agent or its subcontractors.

E. Pricing:

The Contractor's stated prices on the NASPO ValuePoint Contractor website shall be discounted using the discounts and price lists approved and agreed to by the NASPO ValuePoint Master Price Agreement. Minimum discounts listed in the price list must be held firm for the duration of the Contracts term. The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease. 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.

The State of Iowa administrative fee of one percent (1%) is added to the maximum markup in the CDW-G Price Sheet.

F. Orders:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Participating Addendum shall be deemed to be a sale under the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum shall include the **NASPO ValuePoint Contract #: CTR060021** and the **State of Iowa Master Agreement # 23037** on the order.

G. Invoicing:

For the duration of the contract, all product pricing on invoices submitted to the State of Iowa and political subdivisions 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, the 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.

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

I. Quarterly Reporting:

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 the quantities and dollar volume of purchases by each Purchaser. The Contractor agrees to provide additional reports to the State of Iowa, if requested, in a format and frequency as mutually agreed by both parties. Send reports to: sara.grier@iowa.gov.

Quarterly Reporting Schedule (Calendar Year):

Quarter 1 (January 1 – March 31)	Report Due: April 30
Quarter 2 (April 1 – June 30)	Report Due: July 31
Quarter 3 (July 1 – September 30)	Report Due: October 31
Quarter 4 (October 1 – December 31)	Report Due: January 31

J. 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 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 the Contractor directly to the Participating Entity, made payable to the "Iowa Department of

Administrative Services".

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – CSE COO
1305 East Walnut Street
Des Moines, IA 50319



K. Software Licenses:

Terms of Use. The State's rights in software, including SaaS, will be governed by the Publisher's standard end user license agreement, unless the State has negotiated alternative terms directly with the Publisher in which case the alternative terms will govern.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

State of Iowa – DAS CSE

CDW-G

Signature:  Sara Grier (Feb 21, 2023 08:02 CST)	Signature:  Brian Fisher (Feb 20, 2023 10:20 CST)
Name: Sara Grier	Name: Brian Fisher
Title: Purchasing Agent 3	Title: Director, Program Management
Date: Feb 21, 2023	Date: Feb 20, 2023