

PARTICIPATING ADDENDUM
Between Communication Innovators Inc. and State of Iowa

1.1 Scope

This participating addendum includes security cameras, associated hardware, software, and related services or use by General Services and Department of Administrative Services located in the State of Iowa authorized by State of Iowa statutes to utilize State contracts with the prior approval of the State of Iowa - Chief Procurement Officer. The Contract, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. Issues of interpretation and eligibility for participation are solely within the authority of the State of Iowa - Chief Procurement Officer.

1.2 Order of Precedence

1. The State of Iowa Participating Addendum ("PA");
2. The Iowa State University's Master Agreement (includes negotiated Terms & Conditions)
3. The Iowa State University RFQ-1000544 including all Addendums; and
4. Contractor's response to the Iowa State University RFQ-1000544

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's terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead Agency 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.

1.3 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.

1.4 Modifications or Additions to the Contract

1.4.1 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 the quantities and dollar volume of purchases by each Purchaser.

1.4.2 Pricing

Contractor's stated prices on the Contractor's 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.

1.4.3 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.

1.4.4 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 quarter percent (0.25%) 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

1.4.5 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.

1.4.6 Terms and Conditions

The terms and conditions found in Attachment 1 shall govern this Participating Addendum.

1.5 Orders

Any Order placed by an entity ordering under this Participating Addendum 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.

1.6 Primary Contacts

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

Contractor

Name	Communication Innovators
Address	1301 NE 56 th ST, Pleasant Hill, IA 50327
Telephone	515.710.4342
E-mail	welgin@gotoci.com

State of Iowa

Name	Department of Administrative Services
Address	1305 E. Walnut ST, Des Moines, IA 50319
Telephone	515.745.2796
E-mail	david.kundid@iowa.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

1.7 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.

Contractor Communication Innovators, Inc.	State of Iowa – Department of Administrative Services
By:	By:
Name:	Name: David Kundid
Title:	Title: Purchasing Agent III
Date:	Date: