



NASPO

ValuePoint

**PARTICIPATING ADDENDUM**

**FLOORCOVERING & INSTALLATION SERVICES 2016-2021**

Administered by the State of Utah (hereinafter "Lead State")

**MASTER AGREEMENT**

Mohawk Carpet Distribution, Inc.

Master Agreement No: MA2283

(hereinafter "Contractor")

And

State of Iowa

(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Floorcovering & Related Services led by the State of Utah for use by state agencies and other entities located in the Participating State that is authorized by that state's statutes to utilize participating State contracts, and which receives prior written approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by State of Iowa 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.

Each Agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies.

The State of Iowa shall not be obligated to make any minimum annual purchases.

This agreement is not an exclusive agreement for procuring Floorcoverings.

**3. 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.

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

B. Administrative Fee: Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a 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 Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:  
 State of Iowa – DAS/Central Procurement Bureau  
 Attention: DAS – CPFSE CFO  
 1305 E. Walnut St.  
 Des Moines, IA 50319

- C. **Pricing:** Contractor's stated prices on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be the pricing approved and agreed to with NASPO ValuePoint Master Agreement and by Participating State by signing this Participating Addendum.
- D. **Payment Terms:** 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.
- E. **Terms and Conditions:** This agreement shall be construed and enforced in accordance with the laws of the State of Iowa. If there is a conflict between the terms and conditions of NASPO Master Agreement MA2283 and the State of Iowa terms and conditions for goods and services found at the websites:  
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf> and  
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>  
 the State of Iowa terms and conditions shall prevail. There shall be no penalty for early termination of the agreement.

4. **Lease Agreements:** Leasing IS NOT an alternative under the Master Agreement.

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

Contractor

Name	Mohawk Carpet Distribution, Inc. – Paul Woolverton
Address	160 S. Industrial Blvd., Calhoun, GA 30701
Telephone	314.412.0921
Fax	
E-mail	Paul_woolverton@mohawkind.com

Participating Entity

Name	State of Iowa – Randall Stapp, Purchasing Agent 3
Address	Hoover Building, 3 <sup>rd</sup> Floor, 1305 E. Walnut Street, Des Moines, IA 50319
Telephone	515.242.5005
Fax	
E-mail	Randall.stapp@iowa.gov

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of Iowa, as

shown on the dedicated Mohawk (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Mohawk dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: All orders (purchase orders) must reference the NASPO ValuePoint Master Agreement MA2283.

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.

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

Participating State: IOWA	Contractor: Mohawk Carpet Distribution, Inc.
By: Randall Stapp	By: Nick Stegkos
Name: Randall Stapp	Name: Nick Stegkos
Title: PA3	Title: VP Bus Dev
Date: 8/12/16	Date: 8/10/16