

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

**PARTICIPATING ADDENDUM**

**Nokia of America Corporation  
(hereinafter "Contractor")**

**And**

**The 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:

**Microwave Radio, Carrier Grade, Packet Data  
Microwave Radio, Network Grade**

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.

3. **Participating State Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

3.1 **Choice of Law and Forum:** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.

3.2 **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.

3.3 **Discounts:** Contractor's prices shall be discounted using the discounts approved and agreed to with NASPO ValuePoint Master Agreement and by Participating

State by signing this Participating Addendum. The stated discounts on the State of Iowa NASPO ValuePoint Master Agreement ValuePoint web site 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.

**3.4 Administrative Fee:** Without affecting the approved Product or Service prices or discounts specified in the NASPO ValuePoint 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 30 days after the Report Due date 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 COO  
 1305 E. Walnut St.  
 Des Moines, IA 50319

Schedule:

Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**3.5 Payment Terms:** Contractor will issue invoices as follows: (i) for Products, upon delivery shipment; (ii) for non-recurring Services, including engineering and installation Services, as such Services are completed; and (c) for recurring Services, including maintenance, technical support, and network management Services, upon commencement of such Services and thereafter on a quarterly basis at the beginning of each quarter. Payment for equipment shipments and/or services rendered will be made within 60 days following the invoice date. In the case of projects if mutually agreed upon prior to the start of each project, invoices will be submitted on an approved milestone basis. Payment will be due within 60 days of the invoice date of the approved milestone. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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

Contractor

Name	Todd Theilmann
Address	
Telephone	(952) 221-7361
E-mail	Todd.theilmann@nokia.com

Participating Entity

Name	Kelli Sizenbach
Address	1305 E Walnut – Hoover Building, 3 <sup>rd</sup> Floor
Telephone	(515) 725-2275
E-mail	Kelli.sizenbach@iowa.gov

**5. Subcontractors:**

All Nokia dealers/resellers/distributors 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 Nokia dealer's/resellers/distributors 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) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Purchase order amount. Unless otherwise directed by Contractor, please send your Purchasing Entity PO to Contractor so Contractor can arrange for proper ordering and installation of the ordered items. 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. If applicable, the information shall include the subcontractor's, dealer's and distributor's 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). Each order must (i) identify the State by full name and address; (ii) itemize the quantity, part number and description of the Equipment that State desires to purchase, the Licensed Materials that State desires to license, and/or the Services that State desires to engage Contractor to perform; (iii) state the price of the itemized Products and Services determined under Section 3 of the Master Agreement (the "Price"), (iv) identify the "bill-to" address, (v) identify the "ship-to" address, (vi) set forth the requested delivery dates (and any shipping instructions) and/or performance dates, consistent with Contractor's standard published intervals, (viii) provide a State contact name and telephone number, and (ix) explicitly refer to the number of this Participating Addendum State's "bill-to" and "ship-to" address must be located within the United States.

By submitting to Contractor an order under this Addendum, a Purchasing Entity represents and warrants that it has funding, appropriations, limitation, allotments, and/or other expenditure authority sufficient to allow Purchasing Entity to meet its payment obligations under such order.

**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: 18068 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: Nokia of America Corporation
By: <i>Helli Sizenbach</i>	By: <i>Eric W. Negley</i>
Name: <i>Helli Sizenbach</i>	Name: Eric W. Negley
Title: <i>Purchasing Agent</i>	Title: Commercial Contract Manager
Date: <i>August 6, 2018</i>	Date: .....

Contractor: Nokia of America Corporation
By: <i>Lynda Smith</i>
Name: Lynda Smith
Title: Commercial Contract Manager
Date: August 6, 2018

If you have questions about this Participating Addendum or the participation process, please contact:

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**

Name	Ted Fosket, Cooperative Development Coordinator
Telephone	907-723-3360
E-mail	<a href="mailto:tfosket@naspovalupoint.org">tfosket@naspovalupoint.org</a>

**[Fully executed PDF copy of this document should be emailed to [PA@naspovalupoint.org](mailto:PA@naspovalupoint.org) to support documentation of participation and posting in appropriate data bases]**