

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Equipment 06913
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

E.F. Johnson Company
(hereinafter "Contractor")

And

State of Iowa
(hereinafter "Participating State")

Page 1 of 4

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/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded the following categories:

Category: Radios

Subcategory: Portable, Dual-Band

Subcategory: Portable, Single-Band tier I

Subcategory: Portable, Single-Band tier II

Subcategory: Portable, Single-Band tier III

Subcategory: Mobile, Single-Band tier I

Subcategory: Mobile, Single-Band tier II

Subcategory: Desktop, Single-Band tier I

Subcategory: Desktop, Single-Band tier II

Category: Base Station/Repeaters, Single-Band tier II

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/entity** 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:**

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 of 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, 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, description, and dollar volume of purchases by each purchaser.

3.3 Discounts: Contractor's price shall be discounted using the discounts approved and agreed to with NASPO Master Price Agreement and by Participating State by signing the Participating Addendum. The state discount on the State of Iowa NASPO Master Agreement 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 of for competitive reasons.

3.4 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 the contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send To:
State of DAS/Central Procurement Enterprise
Attention DAS – CPE CFO
Hoover Building Level 3
1305 E. Walnut
Des Moines, IA 50319-0105

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

3.5 Payment Terms: Payment for equipment shipments and/or services rendered will be made within 30 days following the invoice date. In the case of projects, invoices will be submitted on an approved milestone basis. Payment will be due within 30 days of the invoice date of the approved milestone. 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 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	Jeanne Smith
Address	1440 Corporate Drive Irving, TX 75038
Telephone	(972) 819-0700
Fax	
E-mail	jwsmith@efji.com

Participating Entity

Name	Steve Oberbroeckling
Address	1305 E. Walnut St. Des Moines, IA 50319

Telephone	515-725-2090
E-mail	steve.oberbroeckling@iowa.gov

5. Subcontractors:

All [contractor] 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 [**contractors**] 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 # 06913 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers/resellers/distributors 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: Agreement MA19143 and the Lead State master price agreement number: 06913.

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 06913 (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: Iowa DAS Procurement	Contractor: E.F. Johnson, Inc.
By: <i>Steven D Oberbroeckling</i> <small>Digitally signed by Steven D. Oberbroeckling DN: cn=Steven D. Oberbroeckling, o=State of Iowa, ou=DAS Procurement, email=Steve.Oberbroeckling@iowa.gov, c=US Date: 2018.11.28 07:49:54 -06'00'</small>	By: 
Name: Steven D. Oberbroeckling	Name: Duane Anderson
Title: Purchasing Agent 3	Title: Sr. Vice President/Chief Financial Officer
Date: 28 NOV 2018	Date: November 26, 2018

[Additional signatures as required by Participating State]

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	tfosket@naspovalupoint.org

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