



**DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)**

Led by the State of Utah

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Master Agreement #: AR3228

Contractor: **HEWLETT PACKARD ENTERPRISE COMPANY**

Participating Entity: **STATE OF IOWA**

The following products or services are included in this contract portfolio:

- **Networking**
- **Routers, Switches, Security and Network Storage**
- **Wireless**
- **Maintenance Services**
- **Professional Services**
- **Training**

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the *Data Communications* led by the State of Utah 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.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Amanda Spolec
Address:	6280 America Center Drive, San Jose, CA 95002
Telephone:	501-269-7080
Email:	Amanda.Spolec@hpe.com



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Participating Entity

Name:	Kelli Sizenbach
Address:	1305 E Walnut St, 3 <sup>rd</sup> Floor, Des Moines, IA 50319
Telephone:	515-322-7135
Email:	Kelli.sizenbach@iowa.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Participating Entity and the Approved Source will need to agree upon Software subscription renewals. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify us in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the Software subscription will terminate at the end of the Initial Term.

**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 minimum 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.

**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.

**Discounts:** The Contractor's stated prices on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or



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its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

**Affirmative Action:** 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, orders when performing under the Contract, 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 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.

**Administrative Fees:** 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- CAS/Central Procurement Enterprise  
Attention: DAS-CPE COO  
1305 E. Walnut St.  
Des Moines, IA50319

Schedule:

<b>Quarter Ending</b>	<b>Report Due</b>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

5. Order of Precedence:

- a) A Participating Entity's Participating Addendum;
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;





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- c) An Order issued against the Master Agreement;
  - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
  - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
  - f) The Contractor's Supplemental Documents, including all Attachments.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa as shown on the dedicated Contractor (cooperative contract) website, must be approved by the State of Iowa in order to accept sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. 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 (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 Entity: State of Iowa	Contractor: Hewlett Packard Enterprise Company
Signature: <i>Kelli Sizenbach</i>	Signature: <i>Mary A. Reuss</i>
Name: Kelli Sizenbach	Name: Mary A. Reuss
Title: Purchasing Agent	Title: Contract Negotiator
Date: 4/6/2021	Date: April 5, 2021

*[Additional signatures may be added if required by the Participating Entity]*





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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to*

*[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)*

*to support documentation of participation and posting in appropriate data bases.]*