

NASPO ValuePoint

**PARTICIPATING ADDENDUM**



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

Led by the State of Utah

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Master Agreement #: AR3189

Contractor: **CRADLEPOINT, INC.**

Participating Entity: **STATE OF IOWA**

Participating Addendum #: **20287**

The following products or services are included in this contract portfolio (Details of following categories found in Attachment B of Master Agreement):

- 1.2 Networking
- 1.3 Routers, Switches, Security, and Networking Storage
- 1.4 Wireless
- II. Value Added Services (available for use with above categories)

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the Data Communications Products and Services Solicitation #SK18001 and resulting Master Agreement 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. **Order of Precedence:**
  - a) A Participating Entity's Participating Addendum (and any amendments to such Addendum);
  - b) NASPO-Cradlepoint ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
  - c) An Order issued against the Master Agreement (including any amendments, change orders, or amended T&Cs, negotiated and agreed to by both the Purchasing Entity and Cradlepoint);
  - d) The Solicitation, #SK18001;
  - 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.

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

Contractor

Name:	Stephanie Wildman
Address:	1111 W. Jefferson, Suite 400, Boise, ID 83702
Telephone:	208 493-5040
Email:	<a href="mailto:Stephanie.Wildman@cradlepoint.com">Stephanie.Wildman@cradlepoint.com</a>

Participating Entity

Name:	Ken Discher
Address:	1305 E. Walnut St., Hoover Bld.-3 <sup>rd</sup> Floor, Des Moines, IA 50319
Telephone:	515 281-6380
Email:	Ken.Discher@iowa.gov

5. **Term of the Master Agreement:**

- a) Initial Term: The Parties' respective performances under the Master Agreement commenced on March 23, 2020, and shall terminate on September 30, 2024, unless terminated sooner, as specified in **Section 35., Termination** and **Section 37., Defaults and Remedies**, of the Master Agreement.
- b) Extension: The Master Agreement may be extended beyond the original contract period for up to two (2) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment.

**PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

6. **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.

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**Discounts:** Contractor’s stated prices on the Contractor’s approved State of Iowa 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 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.  
Hoover Bld. – Level 3  
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

**Authorized Fulfillment Partners:** All Contractor approved Fulfillment Partners are listed in a separate associated contract attachment titled, “**Cradlepoint NASPO Resellers**”. The Participating State or Entity may limit the number of Fulfillment Partners they use, and/or request that the Contractor approve additional Fulfillment Partners. The Contractor Fulfillment Partner’s participation

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will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**Product and Services Offerings:** The Contractor is authorized to provide Products and Services as referenced on the first page of this template, and as detailed in **Attachment B-Scope Awarded to Contractor and in Attachment C-Pricing Discounts and Value Added Services**, of the Master Agreement. Each Participating State or Entity shall determine what Product and Services Offerings they will limit, if any, in their Participating Addendum.

**Inspection and Acceptance:** Confirmation of Product or Services Acceptance occurs per **Section 16.** of the Master Agreement.

**Warranty Requirements –** The Contractor must adhere to the warranty requirements as outlined in **Section 18.** of the Master Agreement.

7. **Master Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: AR3189

**Orders and Shipping and Delivery:** All Orders placed by Purchasing Entities and the resulting Shipping and Delivery of such Orders shall follow the provisions (unless agreed to be altered by both parties) in **Section 13. and Section 14.,** of the Master Agreement.

8. When a Purchasing Entity chooses to order certain services under the Master Agreement **Attachment B-Scope Awarded to Contractor**, it is the Purchasing Entities' responsibility to negotiate with the Contractor for any needed additional or changed T&Cs, whether for maintenance, service level, license, hosting, security, or other such services.

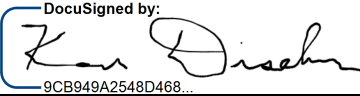
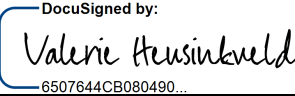
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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Iowa	Contractor: Cradlepoint, Inc.
Signature:  <small>DocuSigned by: 9CB949A2548D468...</small>	Signature:  <small>DocuSigned by: 6507644CB080490...</small>
Name: Ken Discher	Name: Valerie Heusinkveld
Title: Purchasing Agent III	Title: Chief Financial Officer
Date: 3/24/2020	Date: 3/18/2020

CP Legal Approved



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.]***