

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

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Master Agreement #: 00318

Contractor: **Nokia of America Corporation**

Participating Entity: **STATE OF IOWA**

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

*Nokia of America Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.*

- 5.1 Microwave: Carrier Grade, Packet Data (Native IP)
- 5.2 Microwave: Network Grade
- 5.5 Microwave: Carrier Grade, Native Time Division Multiplex (TDM)
- MICROWAVE Sub-Cat 5.1 Indoor Solution
- MICROWAVE Sub-Cat 5.1 Outdoor Solution
- MICROWAVE Sub-Cat 5.2 Indoor Solution
- MICROWAVE Sub-Cat 5.2 Outdoor Solution
- MICROWAVE Sub-Cat 5.5 Indoor Solution
- MICROWAVE Sub-Cat 5.5 Outdoor Solution

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State Entity 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.

**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. (Exception: State of Iowa executive branch agencies must purchase according to applicable standards and seek approval from the State of Iowa - Space Management and Leasing Division Administrator when required as directed by administrative code before purchasing from this contract.)**

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3. Pricing: Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
  4. Warranty: All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.
  5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

|            |                                                   |
|------------|---------------------------------------------------|
| Name:      | Eric Negley                                       |
| Address:   | 3100 Olympus Blvd. Suite 100<br>Dallas, TX. 75019 |
| Telephone: | 770-289-1432                                      |
| Fax:       |                                                   |
| Email:     | eric.negley@nokia.com                             |

Participating Entity

|            |                                                            |
|------------|------------------------------------------------------------|
| Name:      | Iowa Department of Administrative Services – Craig Trotter |
| Address:   | 1305 East Walnut Street, Des Moines, IA 50319              |
| Telephone: | 515-322-8593                                               |
| Fax:       |                                                            |
| Email:     | craig.trotter@iowa.gov                                     |

**6. 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.

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

- A. 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.
- B. 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.
- C. 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:

| <b>Quarter Ending</b> | <b>Report Due</b> |
|-----------------------|-------------------|
| March 31              | May 15            |
| June 30               | August 15         |
| September 30          | November 15       |
| December 31           | February 15       |

- D. 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 - DAS/Central Procurement  
Attention: DAS-CP COO



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1305 East Walnut Street  
Des Moines, IA50319

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide 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.
8. Orders: 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.
9. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 00318 (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.

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10. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: MA22180 and the Lead State Master Agreement Number: 00318.

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

|                                                  |                                                                   |
|--------------------------------------------------|-------------------------------------------------------------------|
| Participating Entity:<br>DAS Central Procurement | Contractor: Nokia of America Corporation                          |
| Signature:<br><i>Craig Trotter</i>               | Signature: <i>Eric W. Negley</i><br><i>Robert M Fennelly</i>      |
| Name:<br>Craig Trotter                           | Name: Eric W. Negley; Bob Fennelly                                |
| Title:<br>Purchasing Agent III                   | Title: Commercial Contract Manager; Head of Enterprise East Sales |
| Date:<br>01/03/2022                              | Date:                                                             |